



Department of Energy

Washington, DC 20585

September 11, 1998

TO POTENTIAL OFFERORS AND OTHER INTERESTED PARTIES

INTRODUCTION

The Department of Energy (DOE), Office of Civilian Radioactive Waste Management (OCRWM), expects to seek competitive proposals for the acquisition of commercial spent nuclear fuel (SNF) acceptance and transportation services in accordance with a finalized version of the enclosed draft Request for Proposals (RFP) to be issued soon after a national siting decision for a Federal facility is made.

Currently, the Program's plans are based on transportation of waste to a repository, when, and if, one becomes operational. The Program is prepared to accelerate this schedule and is maintaining flexibility to enable it to respond appropriately to external developments. For the near term, the OCRWM Program's focus will be on reaching a repository siting decision in FY 2001, and further work on this draft is being deferred until such time. The current Program Plan calls for release of the final RFP in FY 2001. DOE therefore is not soliciting comments for this version of the draft RFP at this time.

This version of the draft RFP has been revised to reflect current OCRWM program plans and to address several of the comments received on the November 1997 draft RFP. These comments and suggestions, which included input from industry, utilities and other interested parties, are posted on the OCRWM Home Page at the INTERNET address <http://www.rw.doe.gov/>.

Several comments addressed technical issues, areas of policy, and institutional issues on which DOE will not reach final positions until a Federal facility siting decision and resultant operational approaches are finalized. When these decisions have been brought to closure, this draft RFP may be revised accordingly.

A recent Federal Register notice announcing the availability of this draft version of the RFP was published in September 1998.

DRAFT RFP STRATEGY OVERVIEW

DOE's procurement strategy continues to rely on private industry to help DOE accomplish its mission objectives. Under this draft RFP, DOE will purchase services and equipment from a Regional Servicing Contractor (RSC)-operated waste acceptance and transportation organization. The RSC is expected to establish the necessary management organization and mobilize the



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necessary resources and capabilities to provide SNF acceptance and delivery services based on a fixed dollar rate per fuel assembly delivered from each different Purchaser's site. The ultimate method of contract financing and payment for services has not been determined at this time. DOE will retain final approval on all transportation routes and maintain primary responsibility to the States, Tribes, and local units of government for assuring appropriate interaction and consideration of their input on transportation of SNF.

This draft RFP retains a performance structure based on a three-phased approach: Phase A (Planning), Phase B (Mobilization), and Phase C (SNF Acceptance and Transport), with an evaluation preceding Phase A contract award and another evaluation prior to the authorization to proceed with Phase B. The total contract term has been extended by two years to approximately 16 years, with Phase A now being two years, Phase B now being 14 years and Phase C remaining at 10 years but beginning after the fourth year of Phase B. DOE anticipates that, prior to the end of Phase C, a new RFP will be issued for continuing the servicing activities.

To achieve DOE's objectives and to provide the capability to respond to contingencies, the contiguous United States continues to be divided geographically into four Servicing Regions for purposes of this procurement. DOE anticipates that multiple contracts for Phase A activities will be awarded for each region; however, DOE reserves the right to award one or more contracts for Phase A activities. During Phase A, the RSC(s) would develop detailed plans and prices for the subsequent contract phases. Phase A deliverables would enable the Department to assess the ability and cost-effectiveness of a potential RSC to perform the work required in Phases B and C. Assuming multiple Phase A awards, an RSC may be authorized to service up to two regions in Phases B and C.

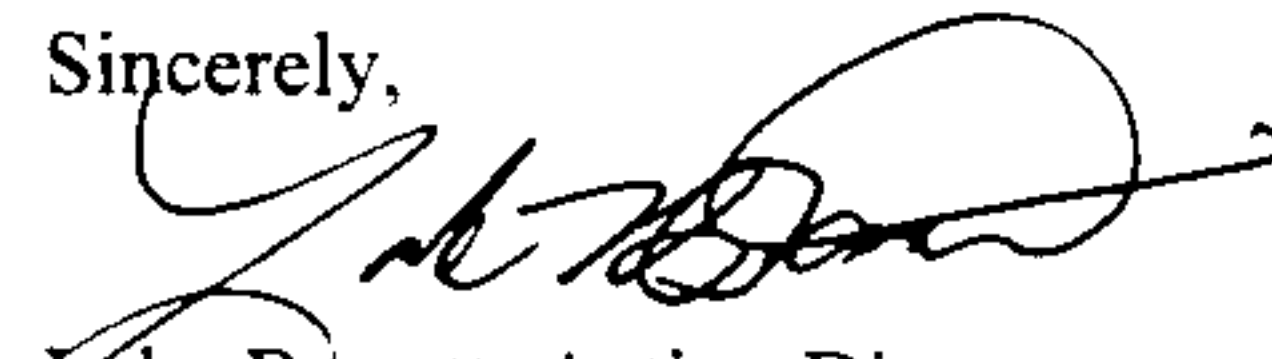
Additionally, although OCRWM no longer funds the development of multi-purpose canister designs, we continue to support the concept and believe that it is in the nation's best interest to encourage the utilization of canisters for at-reactor storage that can subsequently be utilized by the federal waste management system for transportation, storage and disposal. Although DOE does not endorse any specific design that would embody such a concept, it plans on: (1) considering the implementation of Nuclear Regulatory Commission approved disposable canisters for the OCRWM program and (2) sharing any attendant cost savings through the current value-engineering provisions in the draft RFP or in possible future amendments to the Standard Contract (10 CFR Part 961). Also, in order to provide additional information to the private sector on performance-based disposal criteria related to the monitored geologic repository, we are planning to add specific data to the OCRWM Homepage in the near future. This data, in the form of preliminary waste acceptance criteria for commercial spent nuclear fuel in disposable multi-element canisters, would also be updated periodically to reflect the most current information.

Key changes incorporated in this version of the draft RFP include:

- Increasing the performance period for Phase A from one year to two years to provide a more nominal planning period.
- Increasing the performance period for Phase B from 13 years to 14 years to provide additional hardware acquisition time.
- Deleting the requirement to supply dry storage units and associated supporting hardware for a Federal Facility having long-term interim storage. Therefore, all references to 10 CFR Part 72 and storage system interface requirements have also been deleted. The RSC's responsibility to accept Purchaser supplied dual-purpose canisters was not changed.
- Deleting the requirement to supply single and dual-purpose canisters.
- Deleting the option for the supply of Purchaser storage systems.
- Revising the annual SNF acceptance rates to those rates in the OCRWM System Requirements Document.
- Clarifying the requirements to use advanced rail technology and the supply of railroad buffer and escort cars.
- Clarifying the requirements for the development and implementation of RSC management incentives and an employee incentive award program partially based upon the RSC's ability to effectively interact with program participants.
- Adding Appendix 8 to Section C which describes additional operational protocols for transportation operations.
- Clarifying a requirement to require the use of the TRANSCOM tracking system.

DOE would like to express its appreciation to all those public and private sector parties who took the time and effort to provide comments on the previous versions of this draft RFP. Your continued interest in this important national endeavor will ensure a successful partnership among all participating organizations.

Sincerely,



Lake Barrett, Acting Director
Office of Civilian Radioactive
Waste Management

DRAFT RFP NUMBER
DE-RP01-98RW00320

**ACQUISITION OF WASTE ACCEPTANCE
AND TRANSPORTATION SERVICES
FOR THE OFFICE OF
CIVILIAN RADIOACTIVE WASTE MANAGEMENT**



**DEPARTMENT OF ENERGY
OFFICE OF MANAGEMENT SUPPORT
HEADQUARTERS PROCUREMENT OPERATIONS**

SEPTEMBER 1998

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	OMB Approval No. 9000-0008 PAGE OF 1 PAGES				
		2. CONTRACT NO.		3. SOLICITATION NO. DRAFT DE-RP01-98RW00320		4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 01-97RW00320.000	
7. ISSUED BY U. S. Department of Energy Headquarters Operations Division B 1000 Independence Ave., S.W. Washington, DC 20585				CODE T HR-542 .)))))))))q				8. ADDRESS OFFER TO (If other than Item 7) FOR INFORMATION ONLY	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, if handcarried, in the depository located in _____ until _____ local time _____.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: _____	A. NAME Contracting Officer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) _____	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: _____)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR CODE T .)))))))))- T FACILITY T .)))))))))-	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENCE FROM ABOVE - ENTER +), .)- SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: +), 10 U.S.C. 2304(c)() +), 41 U.S.C. 253(c)() .)- .)-		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) _____ ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE T .)))))))))q	25. PAYMENT WILL BE MADE BY CODE T .)))))))))q		
26. NAME OF CONTRACTING OFFICER (Type or print) Contracting Officer (HR-542)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

GPO: 1987 0 - 181-247 (40254)

33-134

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

GAR (48 CFR) 53.214(c)

Department of Energy

Office of Civilian Radioactive Waste Management

DRAFT

Section B

SUPPLIES/SERVICES AND PRICES/RATES

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION B

SUPPLIES/SERVICES AND PRICES/RATES

1. ITEMS BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services and otherwise do all things necessary for, or incident to, the performance of the following items of work as further described in Section C, *Statement of Work*.

2. PHASE A - DEVELOPMENT OF PLANS

This table will be completed by the Government at time of Contract award.

Contract Line Item	Description	Applicable Line Items (Check)
0001	Development of plans and associated data for Servicing Region 1 as described in Section C and Appendix 1 to Section F.	
0002	Development of plans and associated data for Servicing Region 2 as described in Section C and Appendix 1 to Section F.	
0003	Development of plans and associated data for Servicing Region 3 as described in Section C and Appendix 1 to Section F.	
0004	Development of plans and associated data for Servicing Region 4 as described in Section C and Appendix 1 to Section F.	

3. PRICING FOR PHASE A

Table B-1 sets forth pre-determined, firm-fixed-prices for one or more Servicing Regions.

Table B-1: Predetermined Prices

Number of Regions Proposed	Prices
One	\$1,000,000.00
Two	\$1,200,000.00
Three	\$1,400,000.00
Four	\$1,600,000.00

4. PHASE A FIRM-FIXED PRICE

The Firm-Fixed Price for Phase A is \$_____ ¹ for _____ ¹ regions.

¹ To be completed by Government at time of Contract award.

5. PHASE B - ACQUISITION AND MOBILIZATION

Pricing for Phase B shall be added by Contract modification upon Contractor receipt of DOE notice as set forth in Section H.5, *Authorization to Proceed*. The Contractor is required to submit Phase B pricing as part of Phase A deliverables in the format required by Appendix 5 to Section C of this Contract.

Contract Line Item	Description	Unit Price ²	Quantity (Units or Labor Hours)	Total Price
0005	Federal Facility Support Equipment	---	---	
0006	Communications and Outreach Supplemental Support - Time and Materials (See Section H.21, <i>Ordering Procedure</i>)	---	---	---
0006A	Labor		195,520 hours	
0006B	Materials including travel (costs only)	---	---	
0007	Engineering Support Services, - Time and Materials (See Section H.21, <i>Ordering Procedure</i>)	---	---	---
0007A	Labor		195,520 hours	
0007B	Materials including travel (costs only)	---	---	
0008	Phase B Equipment Acquisition and Mobilization - This CLIN includes the Phase B costs for all Phase B work not covered under Phase B CLINs 0005 through 0007.	---	---	NSP ³
0009	Option for TRANSCOM Equipment and Training (See Section H.24, <i>TRANSCOM Purchase Option</i>)		25 maximum	

² Upon receipt of notice as set forth in Section H.5, *Authorization to Proceed*, pricing sheets from Appendix 5 to Section C, *Statement of Work*, will be included in the Contract as an attachment to this Section B.

³ NSP - Not Separately Priced, prices for this item shall be included in the Phase C fixed rates for delivery of SNF.

6. PHASE C - TRANSPORTATION SERVICES

Pricing for Phase C shall be added by Contract modification upon Contractor receipt of DOE notice as set forth in Section H.5, *Authorization to Proceed*. The Contractor is required to submit Phase C pricing as part of Phase A deliverables in the format required by Appendix 5 to Section C, *Statement of Work*.

Contract Line Item	Description	Fixed Rate Per Fuel Assembly ⁴	Total Price
0021-0040	Region 1 Waste Acceptance and Transportation Services		
0041-0059	Region 2 Waste Acceptance and Transportation Services		
0060-0084	Region 3 Waste Acceptance and Transportation Services		
0085-0104	Region 4 Waste Acceptance and Transportation Services		

⁴ Upon receipt of notice as set forth in Section H.5, *Authorization to Proceed*, pricing sheets from Appendix 5 to Section C, *Statement of Work*, will be included in the Contract as an attachment to this Section B.

7. RSC CONTRACTOR AWARD PROGRAM

The RSC Contractor Award Program established under this Contract shall provide for an award of up to \$ TBD over the period of the Contract. The actual annual amount of such an award, if any, shall be determined in accordance with the procedures set forth in Section H.20, *Contractor Award Program*.

8. OBLIGATION OF FUNDS

Information on the obligation of funds under this Contract is in Section H.2, *Obligation of Funds*.

Department of Energy

Office of Civilian Radioactive Waste Management

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Section C

**STATEMENT OF WORK FOR WASTE ACCEPTANCE
AND TRANSPORTATION SERVICES**

Draft RFP Number: DE-RP01-98RW00320

September 1998

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ACRONYMS

AAR	Association of American Railroads
ANSI	American National Standards Institute
BWR	Boiling Water Reactor
CDRL	Contract Data Requirements List
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CoC	Certificate of Compliance
COR	Contracting Officer's Representative
CRWMS	Civilian Radioactive Waste Management System
CVSA	Commercial Vehicle Safety Alliance
DEAR	Department of Energy Acquisition Regulations
DOE	Department of Energy
E.O.	Executive Order
ECI	Employment Cost Indices
EIS	Environmental Impact Statement
FAR	Federal Acquisition Regulations
FF	Federal Facility
FFO	Federal Facility Operator
G&A	General and Administrative
GAO	General Accounting Office
HLW	High-Level Radioactive Waste
MGR	Monitored Geologic Repository
MTU	Metric Ton of Uranium
NEPA	National Environmental Policy Act
NOAV	Notice of Alleged Violation
NOV	Notice of Violation
NRC	Nuclear Regulatory Commission
NWPA	Nuclear Waste Policy Act
OCRWM	Office of Civilian Radioactive Waste Management
PWR	Pressurized Water Reactor
QA	Quality Assurance
QARD	Quality Assurance Requirements and Description
RP	Radiation Protection
RSC	Regional Servicing Contractor
RWAS	Regional Waste Acceptance Schedule
SAR	Safety Analysis Report
SNF	Spent Nuclear Fuel
SOW	Statement of Work

SSC	Structures, Systems, and Components
subCLIN	Subcontract Line Item Number
TBD	To Be Determined
TBV	To Be Verified
TF	Transfer Facility
TRIGA	Training Research Isotope General Atomics
TSAR	Topical Safety Analysis Report
TSC	Transportable Storage Cask
WA&T	Waste Acceptance and Transportation

GLOSSARY

This section provides definitions of key terms used in this draft Request for Proposals (RFP). These definitions are not requirements but are provided to ensure consistency when describing the Civilian Radioactive Waste Management System (CRWMS) and its requirements. Alternate words or phrases related to key terms are identified in the Glossary by the use of quotation marks.

Campaign means the activities required to prepare for and execute a consecutive set of shipments from a given shipping (originating) site over a fixed period of time.

Canister means a sealed metallic container (usually welded) that provides structural support, handling capability, confinement, and criticality control for Spent Nuclear Fuel (SNF) during storage, and/or transport, and/or disposal. A canister may or may not include integral shielding for radiation protection. A canister may be either dual-purpose or single-purpose. A “canister-based system” refers to any Nuclear Regulatory Commission (NRC) approved storage and/or transportation system that uses a canister as an integral part of the system.

Cask means a sealed container (usually bolted) for storage and/or transport of SNF that meets predetermined criteria for containment, criticality control, shielding, thermal and structural performance set by the NRC. Transportation casks may be either rail-mounted, referred to as “rail casks” or truck-mounted, referred to as “truck casks.” A “cask system” is a general term that refers to any NRC-licensed storage and/or transport system that is based on the use of casks.

Certificate of Compliance (CoC) is a certificate issued by the NRC to certify that a transportation cask design meets the applicable safety standards set forth in 10 CFR Part 71.

Civilian Radioactive Waste Management System (CRWMS) is the composite of sites, facilities, systems, equipment, materials, information, activities, and personnel authorized and acquired pursuant to the Nuclear Waste Policy Act (NWPA), as amended, required to perform those activities necessary to manage SNF and HLW disposal.

Commercial Vehicle Safety Alliance (CVSA) is an association of State, Provincial, and Federal officials responsible for the administration and enforcement of motor carrier safety laws in the United States, Canada, and Mexico.

Disposal means the emplacement of HLW, SNF, or other highly radioactive material in a geologic repository with no foreseeable intent of recovery, whether or not such emplacement permits the recovery of such waste.

DOE/NRC Form-741 is a Nuclear Material Transaction Report which is completed when SNF or HLW is transferred or received.

Dual-Purpose Cask means a cask that is licensed by the NRC for both transport and storage of uncanistered SNF. The terms “transportable storage cask,” and “storage/transport cask” are used interchangeably to refer to a Dual-Purpose Cask.

Dual-Purpose Canister is a canister that forms an integral part of a canister-based system licensed by the NRC for both transport and storage of SNF.

Enhanced North American Standard Inspection and Out-of-Service Criteria is a thorough radiological motor carrier safety inspection conducted by CVSA certified inspectors; it includes a radiological survey and stringent examination of all driver, vehicle and hazardous material requirements.

Federal Facility, as used in this draft RFP, refers to a geologic repository as defined below.

Federal Facility Support Equipment includes all Support Equipment, as defined below, needed to provide receipt and handling of Transportation Casks as defined below at the Federal Facility. Appendix 6 of this Section C provides a listing of equipment that constitutes Federal Facility Support Equipment.

Geologic repository means a system that is intended to be used for, or may be used for, the disposal of radioactive wastes in excavated geologic media. A geologic repository includes: (1) the geologic repository operations area, and (2) the portion of the geologic setting that provides isolation of the radioactive waste.

High-Level Radioactive Waste (HLW) means (1) the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in sufficient concentrations; and (2) other highly radioactive material that the Nuclear Regulatory Commission, consistent with existing law, determines by rule requires permanent isolation.

Licensee is a person, or legal entity, authorized to conduct activities under a license or construction permit issued by the NRC.

Metric Ton(s) of (initial)Uranium (MTU) refers to that measure of weight, equivalent to 2,204.6 pounds of uranium, that is loaded into a reactor core as fresh fuel.

Other Operations Equipment includes all equipment utilized by the RSC which is not included in the categories of Federal Facility Support Equipment, Purchaser Support Equipment or Transportation Operations Equipment, and has not been acquired through direct purchase under this Contract. Other Operations Equipment includes, but is not limited to locomotives, truck tractors, escort vehicles for highway shipments, and all intermodal, barge, and heavy haul equipment required to service Purchaser sites which must use heavy-haul and/or barge to move the Transportation Casks from the reactor to a rail car. Appendix 6 of this Section C provides a listing of equipment that constitutes Other Operations Equipment. Any equipment acquired through direct purchase under this Contract would be included under the category “Transportation Operations Equipment” and become the property of DOE.

Purchaser refers to those generators and owners of SNF and/or HLW who have entered into the Standard Contract (as defined below) with the DOE.

Purchaser Support Equipment includes all Support Equipment, as defined below, needed to provide handling and shipment of Transportation Casks at a Purchaser’s site. Appendix 6 of this Section C provides a listing of equipment that constitutes Purchaser Support Equipment.

Quality Assurance Requirements and Description (QARD) is the principal Quality Assurance document for the CRWMS. It establishes the minimum requirements for the CRWMS Quality Assurance program and contains regulatory requirements and program commitments necessary for the development of an effective Quality Assurance program.

Single-purpose cask means a cask that is licensed by the NRC for only one function: either transport or storage of SNF. Single-purpose casks may be used with either canistered or uncanistered SNF. The terms “store-only cask” and “storage cask” are used interchangeably to refer to a single-purpose cask used only for the storage of uncanistered spent nuclear fuel. The term “transport-only cask” is used to refer to a single-purpose cask used only for the transport of uncanistered spent nuclear fuel. Both rail and truck casks are included.

Single-purpose canister is a canister that forms an integral part of a canister-based system licensed by the NRC for only storage of SNF.

Spent Nuclear Fuel (SNF) includes (1) intact, non-defective fuel assemblies; (2) failed fuel assemblies in special containers; (3) fuel assemblies in canisters; (4) consolidated fuel rods in special containers; (5) non-fuel components inserted in PWR fuel assemblies, including, but not limited to, control rod assemblies, burnable poison assemblies, thimble plug assemblies, neutron source assemblies, and instrumentation assemblies; (6) fuel channels attached to BWR fuel assemblies; and (7) non-fuel components and structural parts of assemblies in special containers.

Standard Contract means the Standard Contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste as set forth in 10 CFR Part 961.11 between the DOE and Purchasers and any duly executed amendment or modification thereto that prescribes the conditions and timing for DOE acceptance of SNF and its transportation to the Federal Facility.

Support Equipment includes all equipment necessary for operation of a Transportation Cask System as defined below, including, but not limited to, special lifting devices, lifting yokes, and bolt torquing devices. The term “ancillary equipment” is used interchangeably with Support Equipment. Appendix 6 of this Section C provides a listing of equipment that constitutes Support Equipment.

Transportation Cask is a sealed metallic container (usually bolted) used for the transportation of SNF, HLW, or other types of radioactive materials. A Transportation Cask includes all components described in Section 5 of the CoC issued by the NRC, in accordance with 10 CFR Part 71, including removable internal components, such as baskets. If the Transportation Cask is part of a system that is a dual-purpose, canister-based system, the Transportation Cask (without canister) is referred to as a “Transportation Overpack.” The uncapitalized term “cask” as used in this RFP means Transportation Cask.

Transportation Cask System includes the Transportation Cask, or transportation overpack (as applicable), the rail car (for rail-mounted casks), the trailer (for truck-mounted casks), and all other integral (i.e., shipped with/or on the rail car or trailer) transportation-related items including, but not limited to, transport skid, lifting trunnions, removable shielding (if needed), and applicable tie-down mechanisms. The terms “transport system,” “transportation system,” and “dual-purpose transport system” are used interchangeably to refer to a Transportation Cask System.

Transportation Equipment includes Transportation Cask Systems, Transportation Operations Equipment, and those items of Other Operations Equipment which are purchased by the RSC. Transportation Equipment will be delivered to DOE at the end of the Contract period as provided in Section C 2.5.

Transportation Operations Equipment includes buffer cars, escort/personnel cars, TRANSCOM equipment, all communications equipment, and equipment for security personnel. Appendix 6 of this Section C provides a listing of equipment that constitutes Transportation Operations Equipment.

Transporter is a general term that refers to either the rail car (for rail-mounted casks) or to the trailer (for truck-mounted casks) for Transportation Casks.

1. INTRODUCTION

1.1 OBJECTIVE

The objective of this procurement is to contract with private industry for the provision of services, including equipment, to accept Spent Nuclear Fuel (SNF) located at Purchasers' sites on behalf of the Department of Energy (DOE or the Department) and transport the SNF to the Federal Facility for disposal. Provision of these services and this equipment will assist the Office of Civilian Radioactive Waste Management (OCRWM) of the DOE in meeting its obligations as defined in the Nuclear Waste Policy Act, as amended (NWPA). For purposes of this solicitation, the contiguous forty-eight states have been divided into four Servicing Regions as shown on Figure 1.1; more detailed figures of the Servicing Regions are provided in Section J Attachment 2, *Servicing Regions*. A contractor (hereafter called a "Regional Servicing Contractor" (RSC)) shall be responsible for all activities and services originating in its Servicing Region(s), including the provision of Transportation Cask Systems as required to provide the necessary waste acceptance and transportation services.

1.2 PROGRAM SUMMARY

DOE is responsible for implementing the provisions of the NWPA which requires, among other things, that the Department provide for waste acceptance, transportation, and disposal of SNF generated in commercial reactors located in the United States. The uncertainty surrounding the timing and availability of a Federal facility for waste acceptance complicates planning for transportation. Currently, the Program's plans are based on transportation of waste to a repository, when one becomes operational. The Program is prepared to accelerate transportation planning to enable it to respond appropriately to external developments.

As required by Section 137(a)(2) of the NWPA, the Department plans to "utilize by contract private industry to the fullest extent possible" for the performance of transportation activities. To meet this requirement, DOE is pursuing a competitive, private sector acquisition process; that is, DOE will rely on private industry to provide most of the necessary services and equipment required to support DOE's waste acceptance and transportation functions.

The DOE will retain responsibility for policy decisions, stakeholder relations, final route selection, and implementing Section 180(c) of the NWPA. These activities will not be delegated to the RSC(s). Section 180(c) mandates the provision of financial and technical assistance by DOE to States and Tribes to train public safety officials through whose jurisdiction DOE will transport SNF in safe routine transportation and emergency procedures.

Servicing Regions

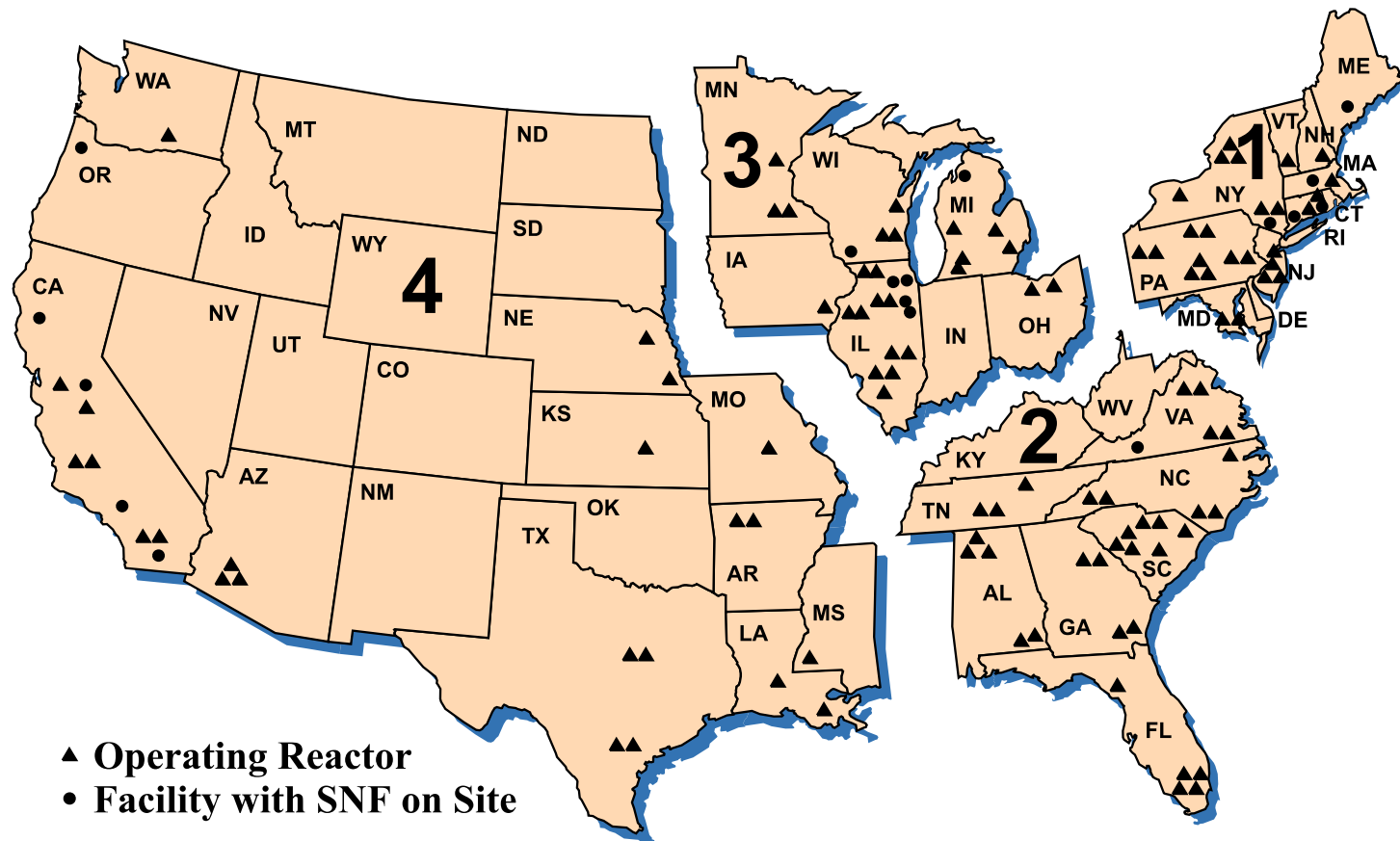


Figure 1.1

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1.3 WORK SCOPE SUMMARY

The RSC shall be responsible for performing all planning, preparations, waste acceptance, and transportation of SNF from the Purchasers specified in the *Regional Waste Acceptance Schedules* (Appendix 1 to this Section C) in its Servicing Region(s) to the Federal Facility at a fixed rate per fuel assembly delivered. DOE's waste acceptance and transportation operations will be divided among the four Servicing Regions shown in Figure 1.1. The work scope for the Contract has been phased to facilitate Contract definition and performance. The phases are: Phase A - Planning; Phase B - Acquisition of Equipment Items and Mobilization; and Phase C - SNF Acceptance and Transport. Figure 1.2 shows the alignment of the Contract phases. The purpose of the twenty-four month Phase A work scope is for the RSC to produce comprehensive plans and pricing for the work scope defined in Phases B and C. Phase A will provide DOE the information needed to evaluate and potentially authorize one RSC in each region to proceed with Phase B. All requirements of the National Environmental Policy Act (NEPA) associated with the Environmental Impact Statement (EIS) for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada, will be completed by DOE prior to the implementation of Phase B.

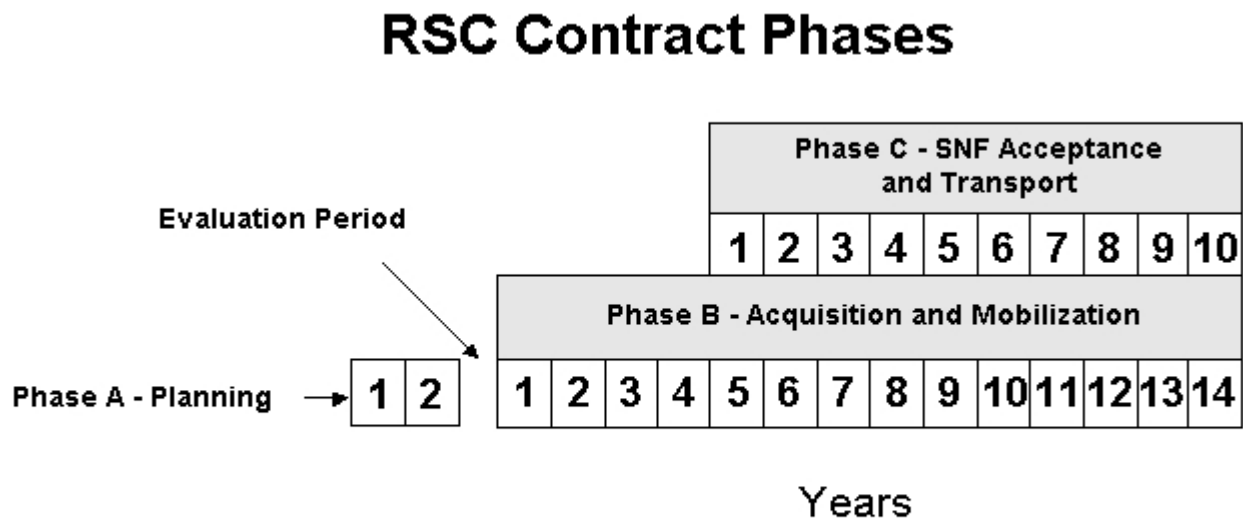


Figure 1.2

The evaluation of Phase A deliverables is expected to take approximately nine months. The initial four years of Phase B involve marshaling the required equipment, software, procedures, facilities, and personnel and preparing to start up waste acceptance and transportation operations. The following ten years of Phase B run concurrently with Phase C and include management and continued acquisition of required equipment. Phase C, commencing approximately four years after start of Phase B, includes ten years of waste acceptance and transportation operations. Phase C will start only after the Federal Facility becomes operational.

The SNF Transportation Casks to be used shall comply with the requirements of 10 CFR Part 71 and shall be approved by the Nuclear Regulatory Commission (NRC). The design of rail cars to be used to transport SNF transportation casks shall maximize the use of advanced rail equipment features such as onboard defect detection equipment, premium suspensions, and double shelf couplers. The rail cars shall meet the Association of American Railroads (AAR) standards for unrestricted interchange in Rules of Interchange for Railroad Cars (M0152) and Field Manual of the AAR Interchange Rules (M0101) and shall meet the requirements of Rule 88 of the Office Manual of AAR Interchange Rules. The equipment and procedures used for highway transport of SNF Transportation Casks shall meet enhanced Commercial Vehicle Safety Alliance (CVSA) inspection standards. All technical requirements related to Transportation Cask Systems are presented in *Technical Requirements* (Appendix 2 to this Section C).

1.4 OVERVIEW OF REGIONAL SERVICING CONTRACTOR OPERATIONS

This overview describes key RSC responsibilities for performance of major operational activities. The description of responsibilities begins with preparation for waste acceptance and continues through delivery of SNF to the Federal Facility.

1.4.1 ACTIVITIES PRIOR TO TRANSPORT

The RSC shall provide NRC-approved Transportation Casks suitable for use at Purchasers' facilities for shipment of SNF to the Federal Facility.

The RSC shall ensure that all documentation required (e.g., Standard Contract documentation, Certificate of Title, records showing compliance with the Transportation Cask Certificate of Compliance, and the Nuclear Material Transaction Report - Form 741) to transfer title in accordance with Section H.16, *Transfer of Title to Spent Nuclear Fuel* and responsibility for SNF from Purchasers in the RSC's Servicing Region(s), is transferred with each shipment of SNF and is in compliance with the requirements contained in the *Spent Nuclear Fuel Verification Plan* (referenced in Section J, Attachment 1). The RSC shall accept the SNF on behalf of DOE, but shall remain responsible for the safe transportation of the SNF in accordance with the terms of this Contract.

All necessary ancillary equipment required for cask handling and loading shall be provided to Purchasers by the RSC. Purchasers will be responsible for incidental maintenance, protection, and preservation of all equipment furnished to the Purchasers by the RSC while such equipment is in the Purchasers' custody and control. Appropriate documentation shall be provided by the RSC to the Purchasers to demonstrate equipment compliance with NRC regulations. The RSC shall provide cask-handling procedures and training to Purchaser personnel at sites from which shipments of SNF are to be made. The casks will be loaded and prepared for shipment by the Purchasers in accordance with the Purchasers' NRC-approved Quality Assurance (QA) Programs, the requirements of the NRC Certificate of Compliance, and applicable Department of Transportation regulations.

The RSC shall be responsible for all shipping arrangements for all SNF in its Servicing Region(s) between Purchasers' sites and the Federal Facility. The RSC shall be responsible for submitting the shipping routes to the NRC for approval. The RSC shall provide all transportation services to include heavy haul and intermodal transfer services that make maximum use of special rail service wherever reasonably possible. The RSC shall notify the appropriate States and Tribes of each shipment in accordance with NRC regulations and paragraph 2.1 of Appendix 8 to this Section C.

1.4.2 ACTIVITIES DURING TRANSPORT

The RSC shall provide for each SNF shipment in-transit physical protection; escorts; continuous tracking using the TRANSCOM transportation tracking and communication system described in Appendix 7 to this Section C; capability to communicate with escorts and carriers; any required intermodal transfer services; and shall ensure that all required vehicle inspections are performed including those at origin and destination.

The RSC shall notify the NRC, DOE, the U.S. Department of Transportation (DOT), the originating Purchaser, and State, Tribal, and local units of government in the event of a transportation incident or emergency. Emergency response will be provided by States, Tribes, or local units of government. Appropriate Federal agencies, such as DOE's Regional Coordinating Offices and the Federal Emergency Management Agency, will provide assistance if requested by the State or Tribal governments. The RSC and its carrier's emergency response plans shall include the provision of technical information to officials in charge at the scene of an emergency and will provide for a knowledgeable representative of the RSC to be on the scene of an emergency. As applicable, the RSC responsible for the shipment will notify the RSC in whose region an emergency has occurred as soon as possible, and will also notify the other RSC(s).

The RSC is required to cooperate with other RSCs, as appropriate, in developing operating protocols and other operating procedures that will aid in integrating the operating

environment throughout the four Servicing Regions. The RSC shall interface with the Federal Facility Operator to ensure that all shipments are coordinated with shipments from other Servicing Regions. Any delay or postponement or rescheduling of shipments shall be communicated to the NRC, DOE, the Federal Facility Operator, and appropriate State and Tribal units of government. A graphic depicting major external RSC interfaces is shown in Attachment 6 to Section J.

1.4.3 ACTIVITIES AT THE FEDERAL FACILITY

The RSC is responsible for delivering SNF shipments to the Federal Facility. The RSC shall provide to the Federal Facility Operator all ancillary equipment required to handle and prepare for unloading each Transportation Cask to be used by the RSC. This Federal Facility Support Equipment is defined in the Glossary and listed in Appendix 6 to this Section C.

The Federal Facility Operator will be responsible for incidental maintenance, protection, and preservation of all Transportation Equipment provided by the RSC while such equipment is in the Federal Facility Operator's custody and control. The RSC is responsible for providing all required spare parts, such as seals, bolts, threaded inserts, etc, to the Federal Facility Operator to support the incidental maintenance of the equipment while it is located at the Federal Facility.

The RSC shall provide the Federal Facility Operator training on the use of all equipment supplied to the Federal Facility and shall provide technical support to the Federal Facility Operator during Federal Facility systems and equipment testing, start up testing, and operations. The RSC shall also provide all required documentation, such as QA records, operating procedures, and maintenance procedures.

In conjunction with the Federal Facility Support Equipment that the RSC delivers to the Federal Facility Operator, the RSC shall provide a list of recommended spare parts and an initial 180-day supply of spare parts to the Federal Facility Operator to support maintenance and minor repairs to such equipment. The Federal Facility Operator shall be responsible for acquiring all spare parts thereafter. The RSC shall provide all documentation necessary for the Federal Facility Operator to acquire such spare parts.

The RSC shall maintain an office at the Federal Facility with RSC staff available when any of the RSC's shipments are en route to or from the Federal Facility.

1.4.4 ACTIVITIES AT REGIONAL SERVICING CONTRACTOR SITE

The RSC shall be responsible for coordinating with DOE, the NRC, the Federal Facility Operator, the Purchasers, other RSCs as appropriate, and State, Tribal, and local units of government, and arranging for all required services and delivery of all required equipment to the Purchasers and the Federal Facility. The RSC shall conduct training of its staff and provide QA support for its activities and for DOE QA audit and surveillance activities.

The RSC shall also be responsible for all cask maintenance and repairs, including cask reconfigurations. Such activities shall be conducted at an RSC-identified facility(ies) as required to support RSC operations. The RSC shall also be responsible for disposal of any waste generated during such maintenance and repairs.

1.5 QUALITY ASSURANCE REQUIREMENTS

Some of OCRWM's activities are subject to NRC regulations for Quality Assurance (QA). These QA regulations and related controls have been implemented throughout OCRWM as defined in the *Quality Assurance Requirements and Description* (QARD) (referenced in Section J, Attachment 1). OCRWM- procured items and services subject to NRC QA regulations must comply with and be controlled under the applicable provisions of the QARD. RSC(s) performing work for OCRWM and delivering items and/or services subject to the controls of the QARD must perform the work in compliance with the provisions of the QARD and an OCRWM-approved QA Program. Appendix B of the QARD specifies that organizations that design or fabricate transportation casks or ancillary equipment shall develop QA programs that meet the requirements of 10 CFR Part 71, Subpart H and shall be accepted by the procuring organization. These QA programs will satisfy all QARD requirements. In these cases, DOE will review and approve the RSC's NRC-approved QA program and subsequently monitor and oversee the RSC's activities through audits and surveillances. The NRC, Purchasers, States and Tribes may participate in some of the audits and surveillances to ensure compliance with licensing requirements.

1.6 OTHER CONTRACT REQUIREMENTS

The DOE Directives listed and summarized in Section J, Attachment 1, and the Contract Clauses listed in Section I are applicable to RSC activities. The requirements in these Directives and Contract Clauses shall be addressed in the Offeror's proposal. These directives represent the only current DOE requirements which are imposed on the RSC and are the result of a review and consolidation of over 250 Departmental Directives that may be applicable to DOE contracts. No extra-regulatory requirements are imposed by these Directives. The Contract Clauses listed in Section I are required by Federal Acquisition Regulations.

2. SCOPE

2.1 DESCRIPTION OF SERVICES AND DELIVERABLES

The scope of services and deliverables described in this Section 2 includes, but is not limited to, the plans and other deliverables to be prepared in Phase A, equipment and services to be procured during Phase B, required communications and outreach support, and the acceptance and delivery of spent nuclear fuel assemblies in Phase C.

Equipment to be procured during Phase B includes rail and truck Transportation Casks for uncanistered spent nuclear fuel, Transportation Overpacks for Purchaser owned dual-purpose canisters, trailers for the truck casks, railcars for the rail casks, buffer cars, escort cars, and all required support equipment for the Transportation Cask Systems.

Section F, *Deliveries or Performance*, of the Contract provides additional information on specific deliverables.

2.2 PHASE A: PLANNING (CLINS 0001 - 0004)

The major deliverables for Phase A as listed in Section 2.2.1 below are required to fulfill CLINS 0001 - 0004 as applicable. The delivery schedule is shown in Appendix 1 to Section F.

2.2.1 PHASE A DELIVERABLES

The major deliverables for Phase A are:

- Management Plan
- Procurement Plan
- Purchaser Site Servicing Plans
- Regional Servicing Plan
- Transportation Plan
- Communications and Outreach Plan
- Emergency Response Plan
- Quality Assurance Program and Plan
- Environmental Data and Analyses Report
- Business and Finance Plan
- Phase B/C Firm Fixed Rate and Price Proposal

Upon DOE authorization for the RSC to proceed with Phase B, the following plans will be incorporated into the Contract: Management Plan, Procurement Plan, Purchaser Site Servicing Plans, Regional Servicing Plan, Transportation Plan, Communications and Outreach Plan, and Quality Assurance Plan. If authorized, the RSC shall perform Phase B

and Phase C work in accordance with these plans. The RSC shall notify DOE of any proposed material changes to any of the deliverables listed in Appendix 1 to Section F of the Contract and DOE shall have the right to disapprove any such proposed material changes to the deliverables. Any approved changes shall be incorporated as a Contract modification.

2.2.2 DEVELOPMENT OF PLANS

During Phase A, the RSC shall develop plans for all Phase B and C activities as defined by the work scope herein.

The Phase A preparation of plans, development of requirements, and pricing shall be based on the *Regional Waste Acceptance Schedules*, (Appendix 1 to this Section C) and the following additional information to be provided by DOE. Not later than 120 days prior to the end of Phase A, DOE will provide the RSC with final allocations and schedules for the first three years of Phase C that will identify the specific sites from which the SNF is to be shipped, the quantity (number of assemblies), and characteristics of the fuel assemblies to be shipped, the allowable shipping periods, and other site servicing requirements. At the same time, DOE will provide the RSC with estimated allocations and schedules for out-years C4 through C10. The final allocations and schedules for SNF delivery for each of the succeeding out-years (C4 through C10) will be provided by DOE on an annual basis; e.g. the final allocations and schedules for year C4 will be provided in year C1, for year C5 in year C2, etc.

The RSC may include in its Purchaser Site Servicing Plans, Transportation Plan, and Regional Servicing Plan any reasonable approaches for SNF acceptance and transport which meet the requirements of this Contract.

2.2.3 MANAGEMENT PLAN

The RSC shall provide a Management Plan for Phase B and Phase C activities that contains a clear and concise overview of the work scope necessary for performance and completion of Phases B and C. It shall describe the RSC's project management organization, explain the allocation of all work between the RSC and all of its teaming subcontractors with delineating lines of authority, and identify key personnel by name, title, and functional area of responsibility. Additionally, the plan shall identify and describe key technical support disciplines, specialty skills, administrative support systems, computer programs, and controls that will be used to manage the work scope. The plan shall describe all key activities and reports, such as design reviews, presentations, and audits, and must also include a Monthly Status Report.

Key personnel must be identified in functional areas represented by the following titles:

- Project Manager
- Assistant/Deputy Project Manager
- Purchaser/Federal Facility Liaison Manager
- Operations Manager
- QA Manager
- Licensing Manager
- Communications and Outreach Manager
- Business and Finance Manager
- Contracts Manager
- Procurement Manager

The RSC may designate additional functional managers as key personnel to meet Contract requirements. If an RSC's organization uses organizational titles that differ from those provided for comparable functions, the RSC's comparable titles may be used with appropriate cross-references.

2.2.4 PROCUREMENT PLAN

The RSC shall prepare a Procurement Plan that 1) describes the RSC's plan for acquisition of Transportation Equipment, Purchaser Support Equipment, Federal Facility Support Equipment, and other major items, including services required to support the work scope defined herein, and 2) identifies all key subcontracts and lower-tier subcontracts.

The Procurement Plan shall include the following:

descriptions of items being acquired that will be designated as Transportation Equipment, Purchaser Support Equipment, and Federal Facility Support Equipment.

descriptions of all services being acquired including rail, highway, barge, heavy-haul, and intermodal services. For those Purchaser sites which must use heavy-haul and/or barge to move Transportation Casks from the reactor to a rail car, the RSC must provide all necessary equipment, facilities, and services. As a component of services being acquired, it is expected that the RSC will provide Other Operations Equipment as defined in the Glossary through an arrangement with the service provider. Appendix 6 of this Section C provides a listing of equipment that constitutes Other Operations Equipment. However, any items purchased will be designated as Transportation Equipment and will become the property of DOE. identification of those subcontracts and lower-tier subcontracts with work subject to the RSC's QA Program

an integrated procurement schedule, by vendor or system, reflecting the timing of all subcontracting initiatives. It shall include, for example, key milestones for system design, licensing, permitting or regulatory approvals, materials acquisition, fabrication and acceptance testing. The procurement schedule should be consistent with the Purchaser Site Servicing Schedules and the Regional Servicing Schedule identification and description of locations where fabrication and other work will be performed

names, titles, addresses and telephone numbers for key personnel for each subcontract and lower-tier subcontract

a summary of management controls that will be used to oversee performance.

The RSC shall develop the above schedule using PRIMAVERA software (Primavera Project Manager or SureTrak Project Manager).

2.2.5 PURCHASER SITE SERVICING PLANS

The RSC shall work with the Purchasers in its Servicing Region(s) as identified in the *Regional Waste Acceptance Schedules*, (Appendix 1 to this Section C) and prepare a Purchaser Site Servicing Plan for each site in its Servicing Region(s). The Purchaser Site Servicing Plan shall document the operating parameters at each Purchaser site that will govern the waste acceptance and on-site/near-site transportation operations.

Each Purchaser Site Servicing Plan shall consist of two parts: Part 1 - Planning and Operational Requirements, and Part 2 - Site Servicing Schedule.

2.2.5.1 Planning and Operational Requirements. This section of the Purchaser Site Servicing Plan shall contain all of the planning information necessary in sufficient detail to support preparation for, and performance of, the required waste acceptance and transportation activities. The *Purchaser Site Planning Checklist* (Appendix 3 to this Section C) contains examples of functional responsibilities for the RSC that should be included in the plan. In addition, the plan shall identify preliminary primary and alternate near-site transportation routes and intermodal transfer sites (if required).

This section of the plan shall delineate responsibilities of the RSC and the Purchasers. For example, the RSC shall provide the Transportation Cask Systems, transportation services, training, etc., and the Purchaser will perform the cask handling, loading, decontamination, preparation for shipment, SNF verification, and preparation of documentation. The RSC shall be responsible for ensuring that pre-shipment inspections of the cask transporter are performed by the appropriate personnel.

2.2.5.2 Purchaser Site Servicing Schedule. This section shall contain a schedule that identifies all major activities that will occur at the site during planning and preparation for a Campaign, during a Campaign, and after a Campaign. The number and type of casks to be shipped, the number of shipments, and the number of casks per shipment shall be identified. If allowed by the Certificate of Compliance, all Transportation Casks will be shipped full from the Purchaser's site (i.e., no empty compartments) even though a Purchaser's annual allocation may be exceeded. The Purchaser may identify one or more site-specific service "windows" when SNF shipping Campaigns could be conducted within the designated service year. The exact dates for the Campaigns will be determined through integration of all regional sites in the Regional Servicing Plan. Commencing in year C1 and annually thereafter, each Purchaser Site Servicing Schedule and the Regional Servicing Plan shall be updated by adding each succeeding Phase C service year, maintaining a three-year look-ahead planning base. For example, the initial Regional Servicing Plan provided as a Phase A deliverable will include sites that will be serviced during the first three years of Phase C. The schedule update prepared in year C1 will add year C4. Each subsequent annual update of the Regional Servicing Plan will add the next Phase C service year. A detailed site specific Campaign schedule for each site shall be provided to DOE one year prior to the scheduled servicing date.

The RSC shall develop the above schedule using PRIMAVERA software (Primavera Project Manager or SureTrak Project Manager).

2.2.6 REGIONAL SERVICING PLAN

The RSC shall prepare a Regional Servicing Plan consistent with requirements herein and all of the Purchaser Site Servicing Plans for its Servicing Region(s) .

2.2.6.1 Regional Servicing Schedule. The initial Regional Servicing Schedule in the Regional Servicing Plan shall be based on integration of the site specific servicing "windows," developed in the Purchaser Site Servicing Schedule, and it shall identify specific dates for Campaigns for each Purchaser site to be serviced in the first three years of Phase C. For Purchaser allocations in the remainder of the Phase C Contract period, the Regional Servicing Schedule shall only indicate the year a particular Purchaser will be serviced. Commencing in year C1 and annually thereafter, the RSC shall update the schedule through addition of specific Campaign dates for the next Phase C service year maintaining the three-year look-ahead planning basis, as described in Section 2.2.5.2 above.

The RSC shall work with the Federal Facility Operator to prepare planning information related to the RSC's interactions with the Federal Facility Operator covering all aspects of the RSC's operations, including delivery options, schedules, and the supply of equipment and spare parts. The *RSC/Federal Facility Interfaces* (Appendix 4 to this Section C) contains a list of key functions that must be considered and included, as a minimum, in the RSC's planning and documented in the Regional Servicing Plan. A graphic showing major external RSC interfaces is shown in Attachment 6 to Section J.

The following estimated Transportation Cask turn-around times at the Federal Facility (time of receipt to time ready for release for transport) may be used for planning purposes:

Type Cask	Turn-Around Time (in days)
Rail Casks (Canistered SNF)	8 (TBV)
Rail Casks (Uncanistered SNF)	8 (TBV)
Truck Casks	4 (TBV)

Turn-around times at Purchaser sites will be determined by the RSC during development of Purchaser Site Servicing Plans and may vary depending on site or Purchaser considerations.

2.2.6.2 Plan Contents. The Regional Servicing Plan, for each region, shall be a consolidated and integrated plan that describes the regional operations for waste acceptance and transportation and all of the mobilization and logistics activities required to establish and start up operations. The plan shall:

- include an integrated Campaign schedule showing specific Campaigns planned for the first three years of Phase C
- identify planned near-site primary and alternate shipping routes and en route intermodal sites
- identify quantities (number of assemblies) of SNF by type to be accepted and transported by Campaign
- identify and quantify operating fleet requirements for Transportation Cask Systems by type and by operating year
- identify transportation services required for each Campaign (truck, rail, barge, intermodal, heavy haul, etc.)
- identify all of the responsible operating organizations and their assigned work scope and responsibilities to include points of contact and telephone numbers

- include plans for ramp-up of waste acceptance and transportation operations
- describe how and where equipment will be maintained
- describe the logistics approach for establishing the operating organization to include staffing, communications, training, and development of training, maintenance and operating procedures and manuals
- describe the schedule for delivery of all equipment necessary to support transportation of the SNF.

The RSC shall develop the above schedule using PRIMavera software (Primavera Project Manager or SureTrak Project Manager).

2.2.7 TRANSPORTATION PLAN

The RSC shall prepare a Transportation Plan for its Servicing Region(s). The plan shall describe specific operating requirements for the RSC and steps to ensure coordination of the responsibilities of all participating organizations and agencies, including the other RSC(s), DOE, and State and Tribal governments. The RSC shall follow the protocols and procedures in this plan during all transportation activities associated with the waste acceptance and transportation services provided under this Contract. DOE will provide, for comment, the Transportation Plan of an RSC selected for Phase B work to those States and Tribes through whose jurisdictions the SNF is to be transported. DOE will provide to the RSC in writing any necessary revisions to the RSC's draft Transportation Plan.

Appendix 8 to this Section C contains additional requirements related to a forthcoming document entitled "*OCRWM Transportation Policy and Procedures*" which is to be used by the RSC in developing its Transportation Plan. This document will provide additional rationale and guidance relative to overall operational protocols and will be provided to the RSC twelve months prior to the completion of Phase A. Any revisions to this document will be provided to the RSC.

The RSC's Transportation Plan shall at a minimum, provide for:

- the establishment and maintenance of communication capability with other RSCs, DOE, States, and Tribes;
- identification of participating organizations including their specific functions and responsibilities;
- maximum use of special train service and advanced rail equipment features where this type of service or equipment can be demonstrated to enhance operating efficiency, dependability, cost effectiveness or lessen the potential of adverse railroad equipment incidents.;

use of buffer cars and escort/security cars which are dynamically compatible with the train consist;
proposed primary and alternate routes in accordance with applicable NRC and DOT regulations for all transportation modes selected;
cask modal/intermodal determination and designation;
assuring safe routine transportation including description of inspections at the origin, while en route, and at the destination, and identification of safe en route temporary parking areas, inter-modal transfer points, and guidelines for weather/road condition operating limitations and restrictions;
methods for procuring, installing, and operating TRANSCOM equipment;
determination of minimum driver/crew requirements including qualifications, training, operating protocols, and compliance screening and verification;
methods for establishing, maintaining, and integrating required physical security escorts into the transportation network, including staffing qualifications, training, and crew operating protocols;
State and Tribal pre-notification and en route communications and reporting;
handling and correcting off-normal operations;
operational or other performance demonstrations required to support operational readiness or other special training in addition to regulatory compliance demonstrations.

2.2.8 COMMUNICATIONS AND OUTREACH PLAN

The RSC shall prepare a Communications and Outreach Plan that describes how the RSC will communicate and interact with participating State, Tribal, and local government officials, including regional cooperative agreement groups which cover its Servicing Region(s), local civic organizations, the public, the media, and other RSCs as appropriate.

The plan shall identify recommended media and forums that may be used for these interactions, and shall also identify professional qualifications and special training required for speakers and other support staff participants. The plan shall address preparation of meeting materials and provision of technical support to DOE, and provide for preparation of, and technical support for, exhibits and meeting materials, public forums, and communications with participating State, Tribal, and local government groups, other RSCs as appropriate, and the Federal Facility Operator. DOE will provide the plan of an RSC selected for Phase B work to appropriate parties along the transportation routes and seek their comments. DOE will provide in writing any suggested revisions to the RSC's draft Communications and Outreach Plan. As described in Section H.7, *Communication and Outreach Core Hours*, an RSC shall plan its Communication and Outreach activities based on the number of Communication and Outreach Core Hours as designated by DOE in Appendix 5 to this Section C.

All information planned for release to the public by the RSC regarding the RSC's activities (excluding shipment notifications and other routine operational advisories required by the NRC) shall be submitted to DOE for review and approval no later than 14 days prior to release by the RSC.

2.2.9 EMERGENCY RESPONSE PLAN

The RSC shall develop an Emergency Response Plan as defined in paragraph 2.5 of Appendix 8 to this Section C and standard ANSI N14.27-1986(R1993) that addresses activities to be conducted by shippers and carriers of radioactive materials in an accident or off-normal incident. This standard, "*Carrier and Shipper Responsibilities and Emergency Response Procedures for Highway Transportation Accidents Involving Truckload Quantities of Radioactive Materials*," provides guidance in the preparation of procedures for highway carriers and shippers of radioactive materials to ensure a prompt and informed response to accidents or incidents involving these materials. It does not limit or minimize the role played by local, State, Tribal, and Federal response efforts, but instead indicates the steps to be undertaken by carriers and shippers to assist emergency responders in performing their duties. The RSC shall build upon the guidance in this standard and in Appendix 8 to this Section C to prepare its Emergency Response Plan for railroad shipments. The Emergency Response Plan shall provide for a knowledgeable representative of the RSC to be at the scene of an accident or incident as soon as possible after being notified by DOE to provide technical assistance. It shall also provide for appropriate notifications to the NRC, DOE, DOT, the originating Purchaser, appropriate State, Tribal, and local units of government and other RSCs in the event of an emergency.

2.2.10 QUALITY ASSURANCE PROGRAM AND PLAN

The RSC must have an NRC-approved Quality Assurance program meeting the requirements of 10 CFR Part 71.

2.2.10.1 QA Program. The RSC shall ensure that its QA program for Phase B and Phase C meets all QA requirements for those systems, structures and/or components and services to be designed, fabricated, procured, operated, tested, and maintained by the RSC in accordance with 10 CFR Part 71 as required by the QARD. Appendix B of the QARD specifies that organizations that design or fabricate transportation casks or ancillary equipment shall develop QA programs that meet the requirements of 10 CFR Part 71, Subpart H and shall be accepted by the procuring organization. These QA programs will satisfy the QARD requirements applicable to this Contract. Controlled copies of the RSC's NRC-approved updated QA program(s), QA procedures, and evidence of NRC approval shall be provided to DOE. Prior to initiation of any activities subject to the above

QA requirements, the RSC's QA program(s) and QA Plan must be approved by DOE. Subsequent revisions to the RSC's QA program(s) or procedures can be reviewed by OCRWM for approval after RSC approval.

2.2.10.2 QA Plan. The RSC shall prepare a QA Plan that describes how the RSC's QA program and procedures will be used to control that work subject to QA requirements. The QA Plan shall include, but not be limited to:

- specifically identifying QA procedures and instructions that will be used by the RSC to assure compliance with QA requirements for the work scope performed
- identifying the individuals responsible for performance and controlling the applicable activities
- identifying the work scope and its related QA requirements for each subcontractor and lower-tier subcontractor
- identifying and assuring the adequacy of the subcontractors' and lower-tier subcontractors' QA programs for the scopes of work assigned
- flow down of applicable QA requirements from the RSC's QA program and RSC approval of subcontractors' plans
- providing for oversight, evaluation and verification of work performed by the RSC, its subcontractors and lower-tier subcontractors to assure compliance with QA requirements
- identifying test and inspection activities and hold/witness points and provisions for advance notification
- providing for defects and non-compliance reporting and corrective action.

2.2.11 ENVIRONMENTAL DATA AND ANALYSES REPORT

Pursuant to 10 CFR Part 1021.216, DOE intends to prepare an independent and comparative evaluation of the environmental impacts of acquisition of SNF Transportation Cask Systems based upon environmental data and analyses supplied by each RSC. Each RSC, therefore, shall submit a report to DOE that contains such environmental data and analyses. The environmental data to be provided by the RSC shall be based upon the total number of each type of system and number of components to be acquired, and the locations of the fabrication facilities to be used to produce the systems and components. The

analyses to be conducted by the RSC shall evaluate any potential environmental impacts associated with production of the systems and components as described in 10 CFR Part 1021. 216(g). Such impacts should also include those associated with: air quality, health and safety, liquid wastes, solid/hazardous wastes, and socioeconomic impacts. The RSC should identify foreseeable measures to mitigate potential environmental impacts.

Environmental data provided in this evaluation shall be limited to information that is reasonably available. If information is incomplete or unavailable, the extent and impact of the missing information shall be described. Any business sensitive or proprietary information shall be clearly marked in the report.

2.2.12 BUSINESS AND FINANCE PLAN

(This section is subject to revision when contract financing methodology is determined.)

The RSC shall provide a Business and Finance Plan that contains the business and finance details associated with implementing Phases B and C.

2.2.12.1 Business. The Business section of the plan for implementing Phase B and C work shall include the following:

- if private financing is to be used, detailed text of all performance guarantees which the RSC will provide, including any such guarantees that are a part of the RSC's updated financial approach, debt ratings, or equity positions
- for each year of the Contract, an estimate of the required funding by DOE for Phase B and C work scope and for payment of termination costs in the event of a termination for convenience
- if private financing is to be used, proposed additional incentive features that would provide DOE with more favorable terms and/or prices than are presently available under the Contract pricing structure

2.2.12.2 Financial. The Financial section of the plan for implementing Phases B and C work shall include the following:

- identification of the teaming subcontractors, a summary of the level of commitment of each teaming subcontractor, and any restrictions, indemnifications or covenants required by the RSC of such teaming subcontractors; each teaming subcontractor shall provide a set of audited financial statements for the past three years

- letter(s) of commitment from each teaming subcontractor and/or investor, and a letter(s) of intent from each investor/lender including enumeration of all applicable contingencies.

2.2.13 PHASE B/C FIRM FIXED RATE AND PRICE PROPOSAL

The RSC shall provide a fixed-price/rate proposal for each individual Servicing Region it was awarded under this Contract. The individual proposals shall be prepared in accordance with the format and instructions provided in *Phase B/C Price Proposal Format and Instructions* (Appendix 5 to this Section C). Appendix 5 also provides instructions and a format for submission of a combined proposal. An individual proposal provides for servicing a single specified region. A combined proposal is one in which a single organization services two Servicing Regions. Each Servicing Region in a combined proposal must also be priced separately.

2.3 PHASE B: ACQUISITION OF EQUIPMENT AND MOBILIZATION (CLINS 0005 - 0009)

Phase B is anticipated to last approximately fourteen years. The first four years (B1-4) will cover initial equipment acquisition, including Transportation Equipment, Purchaser Support Equipment, and Federal Facility Support Equipment, and pre-operational mobilization activities. The last ten years will cover management of Phase C waste acceptance and transportation operations, and continuing equipment acquisition needed to support Phase C operations.

Prior to commencement of Phase C operations, the Management Plan shall be revised to include provisions for managing both the continuing Phase B work scope and the Phase C work scope.

2.3.1 PHASE B REGIONAL SERVICING CONTRACTOR STARTUP ACTIVITIES

The RSC shall continue to perform all required planning and shall commence the development, integration, acquisition, communication and outreach work necessary to establish a regional servicing capability for its Servicing Region(s). Major Phase B work activities include but are not limited to the following:

2.3.1.1 Planning and Plans Maintenance.

- a. Quarterly Project Management Reviews. The RSC shall present to DOE quarterly project management reviews. The purpose of these reviews is to:

- provide the status of all work scope activities as they relate to the controlling plans and schedules
- address any required or recommended changes to schedules and milestones, and the impact of any such changes
- provide the status on all jointly identified open issues
- identify any new issues and their impact on any aspect of the work, and present the RSC's plans to close these issues
- discuss management items of interest, such as QA activities, funding, and near term activities.

The principal attendees at these quarterly review meetings will be personnel from DOE, the Federal Facility Operator, and the other RSC(s) as appropriate. However, personnel from other Federal government agencies, Purchasers, State, Tribal, and local units of government, and other stakeholders may be invited by DOE to attend the open portion of the meeting. Such invitees have the option to attend the meeting in person at their expense or to participate by teleconference. The review meetings will be hosted by the RSC.

- b. Management, Procurement, and Business and Finance Plans. The RSC shall update and maintain the Management, Procurement, and Business and Finance Plans to reflect, among other things, current planning, changes in the program, schedules, and meetings/reviews. The RSC shall notify DOE of any proposed material changes to these plans and DOE shall have the right to disapprove any such proposed material changes.
- c. Quality Assurance Program and Plans. The RSC's QA Program, QA procedures, and QA Plan shall be maintained to include current program and regulatory requirements. Controlled copies of the QA Program, QA procedures, and QA Plan revisions, if any, shall be provided to DOE. The RSC shall provide DOE with evidence that its subcontractors' QA programs and plans meet the QA requirements applicable to the work scope being performed. For those subcontractors performing work with QA requirements under their own QA programs, copies of NRC approval of their 10 CFR Part 71 QA programs shall be provided to DOE.
- d. Equipment Acceptance Plan. The RSC shall prepare an Equipment Acceptance Plan. This plan shall identify the specific pieces of equipment to be provided under this Contract and all of the related analyses, demonstrations, inspections, and tests required to demonstrate each piece of equipment's compliance with the respective specifications and Contract requirements. The plan shall include a description of the acceptance documentation to be provided with each piece

of equipment. This plan shall be used throughout Phase B by DOE for acceptance of each piece of equipment after acceptance by the RSC at the fabricator. Successful completion of those analyses, demonstrations, inspections, and tests as described in Section E.4 and as identified in the Equipment Acceptance Plan, to be performed by the RSC and witnessed/observed by the Contracting Officer or the Contracting Officer's designated representative, shall be the basis for acceptance of all equipment provided under this Contract.

- e. **Purchaser Site Servicing Plans.** Throughout the Phase B period of performance, the RSC shall maintain communication with the Purchasers in its Servicing Region(s) to identify any changes required to Purchaser Site Servicing Plans. The RSC shall make required changes and updates, with Purchaser concurrence and DOE approval, to the Purchaser Site Servicing Plans. All changes to the Purchaser Site Servicing Plans shall be evaluated by the RSC to determine if changes to the Regional Servicing Plan will be required, and if so, the Regional Servicing Plan shall be updated.
- f. **Regional Servicing and Transportation Plans.** The RSC shall have a plan to fulfill delivery requirements of the Regional Waste Acceptance Schedule (Appendix 1 to this Section C) to the Federal Facility. The planning in the Regional Servicing and Transportation Plans is based on the three year look-ahead planning window with annual updates to the plans reflecting updated out-year allocations and schedules provided by DOE. If changes to these plans are necessary, the RSC is responsible for developing changes and obtaining concurrence of the affected Purchasers and approval from DOE. Changes to these plans that affect the delivery schedule or types of Transportation Cask Systems require Federal Facility Operator concurrence.
- g. **Communications and Outreach Plan.** The RSC shall update the Communications and Outreach Plan as necessary to reflect program changes, changes in the RSC's operating plans, and changes in State, Tribal, or local units of government requirements that affect the RSC's operations. The RSC shall notify DOE of any proposed material changes to this plan and DOE shall have the right to disapprove any such proposed material changes.
- h. **Emergency Response Plan.** The RSC shall update the Emergency Response Plan as required to reflect related changes in requirements, activities, or schedules in the Regional Servicing Plan, Transportation Plan, and Communications and Outreach Plan. The RSC shall notify DOE of any

proposed material changes to this plan and DOE shall have the right to disapprove any such proposed material changes.

2.3.1.2 Acquire and Deliver Equipment.

- a. **Acquire Equipment.** Acquisition of required equipment, structures, and other systems and components is a significant work activity commencing early in Phase B. The RSC's Procurement Plan shall identify all services, facilities, and equipment the RSC will need to acquire to support the regional servicing operations. Further, the RSC's Procurement Plan shall identify the equipment designated as Transportation Equipment, Federal Facility Support Equipment, and Purchaser Support Equipment in accordance with Section 2.3 above. The design and material requirements and criteria that apply to the casks and supporting ancillary equipment to be used by the RSC or acquired by the RSC for the Federal Facility are contained in the *Technical Requirements* (Appendix 2 to this Section C).

The RSC's Procurement Plan shall include the equipment required to accept and transport Purchaser-owned Dual-Purpose Canisters.

- b. **Deliver Equipment.** The RSC shall deliver the Federal Facility Support Equipment to the Federal Facility not later than 90 days prior to start of Phase C operations on a mutually agreeable schedule. The Federal Facility Operator will use the RSC's Equipment Acceptance Plan to accept this equipment for DOE. The RSC shall provide data packages to include design, maintenance, and QA records, operating and maintenance procedures, etc., needed for operations, maintenance, and renewal of permits, licenses, and certificates. The RSC shall also provide a list of recommended spare parts and an initial 180-day supply of spare parts to the Federal Facility Operator to support maintenance and minor repairs to the Federal Facility Support Equipment. The Federal Facility Operator shall be responsible for acquiring all spare parts thereafter. The RSC shall provide all documentation necessary for the Federal Facility Operator to acquire such spare parts.

2.3.1.3 Install and Operate the TRANSCOM System and Provide Training.

The RSC shall procure or otherwise provide all hardware, software, personnel, facilities, and purchased services necessary to establish and maintain TRANSCOM capability to track all of the RSC's shipments from origin to the Federal Facility. A description of the TRANSCOM system is provided in *TRANSCOM Description* (Appendix 7 to this Section C). The RSC shall be responsible for tracking the shipments from originating Purchasers' sites in its region(s) to the Federal Facility.

The RSC shall provide access to the TRANSCOM system only to those States and Tribes designated by DOE.

At DOE's request, in accordance with the procedure in Section H.24, *TRANSCOM Purchase Option*, the RSC will provide to the States and Tribes designated by DOE, the equipment and training required for such States and Tribes to have access to the TRANSCOM system. DOE may exercise this option at any time during the term of the Contract starting in Year B-2. The option may be exercised more than once, but the total number of TRANSCOM units ordered will not be more than specified in Section H.24, *TRANSCOM Purchase Option*.

2.3.1.4 Federal Facility Equipment Compatibility and Pre-operational Testing.

2.3.1.4.1 Equipment and Technical Support. For those Transportation Cask Systems the RSC plans to use for transportation of SNF to the Federal Facility, the RSC shall provide the required equipment to the Federal Facility Operator for determination of compatibility of the equipment with the Federal Facility, pre-operational testing, and a readiness review of the facility's operations for a duration not to exceed 90 days. The RSC shall implement any required corrective action related to the equipment identified during the pre-operational testing and readiness review. The RSC shall provide such equipment to the Federal Facility, in accordance with the schedule identified by the Federal Facility Operator, for use during the period identified by the Federal Facility Operator. Upon completion of the Federal Facility Operator's readiness review, the equipment will be available for pickup at the Federal Facility by the RSC. The RSC shall provide technical support and assistance to the Federal Facility Operator during the above operations.

2.3.1.4.2 Documentation. To support the Federal Facility Operator's preparations for the above operations, not later than 24 months after the start of Phase B, the RSC shall provide DOE a design report for each Transportation Cask System the RSC plans to use. The design report for each system shall include the Safety Analysis Report as approved by NRC, design descriptions and drawings, including parts lists, of system components not included in the Safety Analysis Report, and such additional information as required for the Federal Facility Operator to ensure Federal Facility compatibility with the RSC's systems.

2.3.1.5 Perform Pre-Startup Operations Demonstration and Readiness Review. At DOE's direction, not earlier than 180 days nor later than 90 days prior

to planned startup of waste acceptance and transportation operations, the RSC shall perform a pre-startup operations demonstration of the equipment and systems components to demonstrate the operability, interoperability, and capability of the equipment and system components. The operations demonstration shall be performed at a site within the RSC's region to be designated by the RSC and shall include:

- demonstration of the Transportation Cask Systems
- demonstration of TRANSCOM and communications capability
- a rail shipment of an empty Transportation Cask from the demonstration site to the Federal Facility
- a truck shipment of an empty transport-only cask to the Federal Facility, if applicable.

Concurrent with the operations demonstration, the RSC shall perform a readiness review to evaluate its resources and capability, plans and procedures, and supporting systems to support startup and sustain waste acceptance and transportation operations provided for in the Regional Servicing Plan. The RSC shall prepare a Readiness Review Document which shall include a plan, a schedule, and the acceptance criteria to be utilized during the readiness review and provide this document to DOE for information.

2.3.1.6 Establish Communications and Coordination. The RSC shall establish and maintain routine communications with the other RSCs, if applicable, the Federal Facility Operator, and DOE for the purpose of coordinating operations planning, transportation operations, and delivery schedules to the Federal Facility. Additionally, the routine communications will facilitate resolution of issues and problems of mutual interest to the other RSCs, if applicable, and the Federal Facility Operator. As a part of this activity, the RSC shall participate in quarterly coordination meetings, attended by DOE, the Federal Facility Operator, and the other RSCs. These meetings shall be hosted by each RSC in turn. This requirement shall be incorporated in the Regional Servicing Plan and the Transportation Plan.

The Federal Facility Operator shall be responsible for the coordination of the delivery and return of all RSC Transportation Casks to ensure the efficient operation of the Federal Facility. The RSC shall provide the means for the Federal Facility Operator to communicate directly with the RSC's transportation carriers to effect this coordination. The Federal Facility Operator will keep the RSC informed of any communications with the RSC's transportation carriers. The Federal

Facility Operator will have no authority to direct the RSC's transportation carriers to incur costs in addition to costs authorized by the RSC.

2.3.1.7 Establish an Information Response Capability. The RSC shall establish an information response capability to respond to inquiries and requests for technical information from Federal agencies, States, Tribes, and units of local government regarding the RSC's operations. The RSC shall provide the capability to respond with printed material, by electronic mail, and by telephone. The capability to respond by telephone shall be available during normal working hours (8:00 AM until 5:00 PM local time) throughout the standard work week (Monday through Friday), holidays excluded. The RSC shall also establish and maintain a capability to respond verbally and electronically to emergency response personnel requests for information. This capability shall include providing immediate availability of technical staff capable of responding on a 24 hours a day - seven days a week - year round basis, to first responder and/or officials representing State, Tribal or local units of government requests for technical information on any of the RSC's shipments involved in incidents or accidents.

The RSC shall also be prepared to respond to emergency requests for information and expertise from the Department of Energy, the Nuclear Regulatory Commission, and other Federal agencies.

2.3.1.8 Permits, Authorizations, Licenses and Approvals. As provided in Section H.10, *Permits, Authorizations, Licenses and Approvals*, the RSC shall be responsible for obtaining all required permits, authorizations, licenses and approvals required to perform the work under this Contract.

2.3.2 OCRWM QA AUDIT, SURVEILLANCE, AND OBSERVATION SUPPORT

The RSC shall support OCRWM QA activities related to this Contract. OCRWM QA activities will include performance of QA audits of the RSC throughout performance of the Contract. Additionally, OCRWM will be performing surveillances and/or observations of the RSC and its subcontractors' activities. The primary purpose of the audits, surveillances, and observations is to monitor the RSC's implementation of the QA program. The support required for OCRWM's QA activities may include:

- access to office space, supplies, and telephone service to support temporary on-site activities by OCRWM or its designated representatives
- periodic meetings between the RSC and its subcontractors' personnel and OCRWM or its designated representatives

- access to the RSC's and its subcontractor's facilities and records as necessary for QA verification purposes by OCRWM or its designated representatives.

The NRC, Purchasers, States and Tribes may participate in some of the audits and surveillances to ensure compliance with licensing requirements.

2.3.3 EMERGENCY RESPONSE SUPPORT

The RSC shall provide emergency response support to on-site officials responding to emergencies related to the RSC shipment. The support to be provided by the RSC shall be defined in the RSC's Emergency Response Plan as described in paragraph 2.5 of Appendix 8 to this Section C.

2.3.4 TRAINING

The RSC shall provide the Purchasers and the Federal Facility operator with initial qualification training on each type of system or item of equipment to be used for transport of SNF at the applicable location. The purpose of the training is to qualify their staff for cask handling and loading/unloading operations, as required. Such training shall include a hands-on dry run of the equipment at each Purchaser's facility. Periodically, the RSC shall provide refresher training for those Purchaser or Federal Facility staff requiring the training to maintain their qualifications to operate the applicable systems.

2.3.5 ENGINEERING SUPPORT SERVICES

Engineering support services may be used by DOE to fulfill emerging requirements not identified elsewhere that arise during the performance of the Contract. Requests by DOE may require the RSC to supply engineering support services to include 1) performing studies, analyses, and testing; 2) providing DOE with technical expertise and guidance; 3) preparing reports and developing data; 4) supporting requirements for technical experts at special events; and 5) performing other tasks not otherwise identified, related to the development, acquisition, testing, or operation of transportation systems. DOE may authorize the RSC to perform such services in accordance with the task order process set forth in Section H.21, *Ordering Procedure*.

2.3.6 COMMUNICATIONS AND OUTREACH SUPPLEMENTAL SUPPORT

After utilization of the Core Hours for Communication and Outreach activities, the DOE, in accordance with Section H.21, *Ordering Procedure*, may authorize the RSC to perform additional Communication and Outreach activities (CLIN 0006) to support on-going and new shipping campaigns.

2.4 PHASE C - WASTE ACCEPTANCE AND TRANSPORT SERVICES(CLINS 0021 - 0104)

Phase C is the ten-year operational period for waste acceptance and transportation services. Commencement of Phase C will depend on establishment of SNF-receiving capability at the Federal Facility. When Phase C activities are authorized, the RSC shall commence waste acceptance operations and transportation of SNF to the Federal Facility.

Specific Phase C work includes, but is not limited to:

- verification that the shipment documentation provided by the Purchaser is complete
- preparation of a Spent Nuclear Fuel Data Package for each Transportation Cask to include all documentation required (e.g., Standard Contract documentation, Certificate of Title, records showing compliance with the Transportation Cask Certificate of Compliance, and the Nuclear Material Transaction Report - Form 741) to certify transfer of title in accordance with Section H.16, *Transfer of Title to Spent Nuclear Fuel*
- transportation of SNF including in-transit physical protection, routing, and pre-notifications
- delivery of SNF to the Federal Facility
- providing communications support
- maintaining an office at the Federal Facility with RSC staff available when any of the RSC's shipments are en route to or from the Federal Facility.
- providing all heavy-haul and intermodal transfer support
- acquisition of permits and payment of tolls and fees
- maintenance of equipment
- operation of TRANSCOM
- providing emergency response and accident recovery support as required.

2.4.1 WASTE ACCEPTANCE AND TRANSPORTATION

Commencing with the startup of Phase C operations, the RSC shall: (1) accept the SNF specified in its Regional Servicing Plan; (2) transport the SNF to the Federal Facility; and (3) provide all of the communications, reporting, special handling and intermodal transfer, transporter inspections, in-transit physical protection, and emergency information response and accident recovery services and be available to assist in accident recovery operations, as appropriate, per ANSI standard N14.27, Section 5.2.1 (2) and (3).

2.4.2 DELIVERY OF TRANSPORTATION EQUIPMENT

At the end of the Contract period of performance, the RSC shall deliver the items of Transportation Equipment and Purchaser Support Equipment designated by DOE to the Contracting Officer in a clean and useable condition. The Contracting Officer will provide

the RSC shipping and delivery instructions at the appropriate time. The RSC shall provide all required documentation to include design, maintenance, and QA records, and operating and maintenance procedures, etc., needed for operations, maintenance, and renewal of permits, licenses, and certificates.

2.4.3 STATE AND LOCAL PREEMPTION ACTIONS

If an RSC encounters or becomes aware of State, Tribal, or local regulations concerning the transportation of radioactive materials (including the routing of radioactive material shipments) which may conflict with Federal regulations and which may be candidates for preemption in accordance with the Hazardous Materials Transportation Uniform Safety Act of 1990, PL 101-615, the RSC shall promptly notify the Contracting Officer and other RSC(s), if applicable. The RSCs shall not ship through the affected jurisdiction until authorized by DOE.

2.5 DISPOSITION OF ITEMS AND MATERIALS

The Contracting Officer will determine disposition of that Transportation Equipment and Purchaser Support Equipment not designated by DOE for delivery to DOE and provide the RSC with direction and delivery instructions as appropriate. The RSC shall dispose of all scrap and waste materials, to include any hazardous waste and low-level radioactive waste generated through the performance of the work scope of this Statement of Work, in accordance with all applicable laws and regulations.

Department of Energy

Office of Civilian Radioactive Waste Management

DRAFT

Section C

Appendix 1

REGIONAL WASTE ACCEPTANCE SCHEDULES

Draft RFP Number: DE-RP01-98RW00320

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APPENDIX 1

REGIONAL WASTE ACCEPTANCE SCHEDULES

This Appendix contains a waste acceptance schedule for each of the four Servicing Regions for the first ten years of operation. The system waste acceptance rate is based on Revision 4 of the Civilian Radioactive Waste Management System Requirements Document (referenced in Section J, Attachment 1).

The allocation to each Purchaser is based on the 1995 Acceptance Priority Ranking with allocations for DOE-owned spent nuclear fuel removed. Note that the allocations are to the Purchasers and are not sub-allocated to sites or reactors. However, four Purchasers have fuel at the GE Morris plant in Region 3. One of these Purchasers is in Region 1, one in Region 3 and two in Region 4. The amount of fuel each of these Purchasers has in the GE Morris plant is shown on a separate line in the Region 3 schedule. It will be the responsibility of the RSC in Region 3 to work with these Purchasers and to take custody and ship all fuel from the GE Morris plant.

Maps of the Servicing Regions are in Attachment 2 to Section J with all reactors and storage sites shown. This Appendix includes only those Purchasers with an allocation in the first ten years of operation assuming that 22,200 MTU will be picked up.

The distribution of Purchasers by region is shown in Table 1-1 below:

DISTRIBUTION OF PURCHASERS, SITES, AND UNITS BY REGION

	Region 1	Region 2	Region 3	Region 4	TOTALS
Purchasers	17	9	13	16	55
Sites	20	20	22	20	82
Units	31	36	31	28	126
Shutdown units	5	0	5	4	14

TABLE 1-1

The yearly allocation in MTU for each region is given in Table 1-2 below:

ANNUAL ALLOCATION OF MTU BY REGION

YEAR											
REGION	1	2	3	4	5	6	7	8	9	10	TOTALS
1	127.3	295.5	372.4	807.1	869.9	845.6	900.4	963.0	784.9	670.4	6636.4
2	0.0	123.9	271.5	448.0	1037.6	1138.7	1111.1	792.8	785.4	905.6	6614.6
3	264.8	173.4	518.2	609.3	892.6	834.2	656.5	584.4	675.8	730.3	5939.6
4	8.0	7.2	37.9	135.6	199.9	181.5	331.9	659.8	754.0	693.7	3009.4
TOTALS	400.0	600.0	1200.0	2000.0	3000.0	3000.0	3000.0	3000.0	3000.0	3000.0	22200.0

TABLE 1-2

Note: Totals of columns and rows may not add to values shown because of rounding.

REGION 1												
REGIONAL WASTE ACCEPTANCE SCHEDULE												
PURCHASER	SITES/ UNITS	MTU PER YEAR										TEN YEAR TOTAL
		YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	
BALTIMORE GAS & ELECTRIC CO	1/2				82.5	107.4	89.6	93.8	62.0	69.2		504.5
BOSTON EDISON CO	1/1		3.9	25.4	82.6	16.9	83.9		34.2			247.0
CONSOLIDATED EDISON CO	1/2	7.8	22.8	32.7	27.0	52.7	33.8	63.5	31.1	33.0	25.8	330.2
DUQUESNE LIGHT CO	1/2					13.8	48.7	35.2	63.6	56.3	31.8	249.4
GPU NUCLEAR CORP	2/2	31.1	43.0	46.8	114.4	51.7	36.4	21.6	45.3	57.7	67.7	515.7
MAINE YANKEE ATOMIC POWER CO	1/1		26.3	57.9	77.9	54.4	28.1	54.8	24.5	20.8	27.4	372.1
NEW YORK POWER AUTHORITY	2/2				80.6	64.7	106.4	67.4	71.9	62.0	61.1	514.0
NIAGARA MOHAWK POWER CORP	1/2	9.3	49.0	38.8	30.7	68.0		74.8	31.1		36.2	337.9
NORTH ATLANTIC ENERGY SERVICES CORP	1/1											0.0
NORTHEAST UTILITES SERVICE CO - CONNECTICUT YANKEE	1/1	31.8	22.5	41.5	21.4	41.6	42.1	44.8	21.8	22.1	0.0	289.6
NORTHEAST UTILITIES SERVICES CO - MILLSTONE	1/3	5.4	40.6	52.5	41.9	113.7	93.3	103.6	123.7	103.9	71.2	749.9
PENNSYLVANIA POWER AND LIGHT CO	1/2							89.6	146.0	78.7	78.7	393.1
PECO NUCLEAR COMPANY	2/4			42.7	158.0	143.4	102.8	105.0	149.8	117.4	101.3	920.4
PUBLIC SERVICE ELECTRIC & GAS CO	1/3					46.9	106.0	62.8	101.4	116.6	113.7	547.5
ROCHESTER GAS & ELECTRIC CORP	1/1	32.0	4.6	24.4	32.1	35.7	23.5	24.3	23.5	12.8	23.6	236.6
VERMONT YANKEE NUCLEAR POWER CORP	1/1		72.8		40.1	50.5	41.5	41.3	24.9	25.0	23.6	319.6
YANKEE ATOMIC ELECTRIC CO	1/1	9.8	10.1	9.7	18.0	8.5	9.4	17.7	8.3	9.2	8.3	108.9
17 Purchasers/20 Sites/31 Units (5 shutdown)												
REGION TOTALS		127.3	295.5	372.4	807.1	869.9	845.6	900.4	963.0	784.9	670.4	6636.4

REGION 2												
REGIONAL WASTE ACCEPTANCE SCHEDULE												
PURCHASER	SITES/ UNITS	MTU PER YEAR										TEN YEAR TOTAL
		YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	
BABCOCK & WILCOX CO*	1/1			0.0	0.0		0.0	0.0		0.0		0.1
CAROLINA POWER & LIGHT CO	3/4		70.1	48.0	57.7	138.4	132.5	101.8	87.7	91.6	99.3	827.1
DUKE POWER CO	3/7		24.8	48.1	176.4	156.1	171.9	190.1	286.9	234.2	246.4	1535.0
FLORIDA POWER & LIGHT CO	2/4		20.8	62.2	88.9	156.5	137.1	147.6	86.6	86.9	122.2	908.9
FLORIDA POWER CORP	1/1				0.9	46.4	58.3	30.1	41.3		33.8	210.8
SOUTH CAROLINA ELECTRIC AND GAS CO	1/1							50.4	27.6	28.0	31.9	137.9
SOUTHERN NUCLEAR OPERATING CO - ALABAMA POWER CO	1/2					45.5	131.6	90.4	56.7	98.2	55.6	478.1
SOUTHERN NUCLEAR OPERATING CO - GEORGIA POWER CO	2/4	0.0	0.0	0.0	5.2	91.6	105.2	103.2	116.3	103.3	126.5	651.4
TENNESSEE VALLEY AUTHORITY	4/8				64.1	297.6	269.1	244.0		33.1	65.0	972.7
VIRGINIA POWER	2/4		8.2	113.2	54.7	105.4	133.0	153.6	89.6	110.2	124.8	892.5
9 Purchasers/20 Sites/36 Units (0 shutdown)												
REGION TOTALS		0.0	123.9	271.5	448.0	1037.6	1138.7	1111.1	792.8	785.4	905.6	6614.5

* All discharges in the Acceptance Priority Ranking (APR) published by OCRWM are listed to the 0.1 MTU level of precision. The annual values for Babcock & Wilcox are much less than 0.1 MTU and the total is only 0.04 MTU. The APR values are shown on the Babcock & Wilcox line, but are not included in the totals.

REGION 3												
REGIONAL WASTE ACCEPTANCE SCHEDULE												
PURCHASER	SITES/ UNITS	MTU PER YEAR										TEN YEAR TOTAL
		YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	
AMERICAN ELECTRIC POWER CO	1/2			28.5	29.1	160.0	92.8	119.3	35.7	65.7	71.1	602.2
COMMONWEALTH EDISON CO	6/13	21.1	80.3	194.9	326.8	385.3	319.1	279.4	342.6	335.9	347.6	2632.9
CONSUMERS POWER CO	2/2		2.5	87.3	30.0	32.8	59.9	24.8	3.1	25.9	32.0	298.3
DAIRYLAND POWER COOPERATIVE	1/1	0.7	6.0	3.0	3.9	4.8	5.7	6.1	7.8			38.0
DETROIT EDISON CO	1/1									23.6	24.5	48.0
DOW CHEMICAL COMPANY*	1/1											
FIRST ENERGY NUCLEAR SER - CLEVELAND ELECTRIC ILLUMINATING CO	1/1									22.6	76.7	99.4
FIRST ENERGY NUCLEAR SER.- TOLEDO EDISON CO	1/1						65.2	30.6		30.5	28.1	154.3
GENERAL ELECTRIC CO - MORRIS OPERATIONS	1/1	145.2										145.2
IES UTILITIES INC	1/1			15.4	36.4	32.0	23.6	22.0	23.4	21.9	19.1	193.9
ILLINOIS POWER CO	1/1									30.9	39.7	70.6
NEBRASKA PUBLIC POWER DISTRICT @GE	1/0			23.5	13.8	80.8	41.9	21.2	16.8			198.0
NORTHEAST UTILITIES SERVICE CO - CONNECTICUT YANKEE ATOMIC POWER CO @GE	1/0	33.7			0.4	0.4						34.5
NORTHERN STATES POWER CO	2/3		4.5	36.8	60.0	65.9	80.0	59.7	91.8	52.3	39.1	490.0
NORTHERN STATES POWER CO @GE	1/0		31.0	53.3	5.2	45.5	63.1					198.2
SOUTHERN CALIFORNIA EDISON CO @GE	1/0	47.8	6.2	38.5	5.9							98.4
WISCONSIN ELECTRIC POWER CO	1/2	16.3	43.0	32.6	64.2	50.2	57.0	43.6	40.1	49.5	26.0	422.4
WISCONSIN PUBLIC SERVICE CORP	1/1			4.4	33.7	34.9	25.9	49.8	23.1	17.1	26.5	215.3
13 Purchasers/22 Sites/31 Units (5 shutdown)												
REGION TOTALS		264.8	173.4	518.2	609.3	892.6	834.2	656.5	584.4	675.8	730.3	5939.6

* DOW CHEMICAL in Midland, Michigan has a TRIGA reactor. No fuel has been discharged as of 10/01/97. Future plans are not known.

REGION 4												
REGIONAL WASTE ACCEPTANCE SCHEDULE												
PURCHASER	SITES/ UNITS	MTU PER YEAR										TEN YEAR TOTAL
		YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	
AEROTEST OPERATIONS, INC*	1/1											
AMEREN UE	1/1							38.7	44.3	38.0	30.2	151.3
ARIZONA PUBLIC SERVICE CO	1/3								66.5	69.6	66.2	202.3
ENTERGY OPERATIONS, INC - ARKANSAS POWER AND LIGHT CO	1/2				51.4	76.5	83.3	60.6	76.8	61.5	54.3	464.4
ENTERGY OPERATIONS, INC - GULF STATES UTILITIES CO	1/1								30.5	41.1	32.9	104.5
ENTERGY OPERATIONS, INC - LOUISIANA POWER AND LIGHT CO	1/1								38.6	67.5	35.1	141.1
ENTERGY OPERATIONS, INC - MISSISSIPPI POWER AND LIGHT CO	1/1								101.5	50.4	50.2	202.1
GENERAL ATOMICS***	1/1	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GENERAL ELECTRIC CO. - VALLECITOS**	1/1											
NEBRASKA PUBLIC POWER DISTRICT	1/1								33.7	19.0	30.9	83.5
OMAHA PUBLIC POWER DISTRICT	1/1			22.1	35.3	14.7	31.3	22.9	16.4	15.2	13.7	171.7
PACIFIC GAS & ELECTRIC CO	2/3	7.2	5.9	15.8					61.7	51.1	109.9	251.6
PORTLAND GENERAL ELECTRIC CO	1/1				0.5	40.5	34.9	70.2	26.2	48.8	49.0	270.0
SACRAMENTO MUNICIPAL UTILITY DISTRICT	1/1				35.2	49.1	32.0	30.1		82.0		228.4
SOUTHERN CALIFORNIA EDISON CO	1/3	0.7	1.2		13.3	19.2		109.4	83.2	112.7	60.5	400.1
STP NUCLEAR OPERATING CORP	1/2									10.6	87.4	98.1
TEXAS UTILITIES ELECTRIC CO	1/2											0.0
WASHINGTON PUBLIC POWER SUPPLY SYSTEM	1/1								40.4	52.8	38.1	131.2
WOLF CREEK NUCLEAR OPERATING CO	1/1								40.1	33.7	35.3	109.2
16 Purchasers/20 Sites/28 Units (4 shutdown)												
REGION TOTALS		8.0	7.2	37.9	135.6	199.9	181.5	331.9	659.8	754.0	693.7	3009.4

* AEROTEST OPERATIONS, INC. in San Ramon, California has a TRIGA reactor. No fuel has been discharged as of 10/1/97. Future plans are not known.

** GENERAL ELECTRIC CO. in Vallecitos, California has a test reactor. Quantities of fuel discharged and future plans are not known.

*** All discharges in the Acceptance Priority Ranking (APR) published by OCRWM are listed to the 0.1 MTU level of precision. The annual values for General Atomics are much less than 0.1 MTU and the total is only 0.015 MTU. The APR values are shown on the General Atomics line, but are not included in the totals.

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Section C

Appendix 2

TECHNICAL REQUIREMENTS

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APPENDIX 2

TECHNICAL REQUIREMENTS

The Transportation Cask Systems to be utilized and furnished by the Regional Servicing Contractor(s) must be compatible with the Federal Facility which will receive, transfer, and handle the casks and systems. Although a site has not been selected and the design has not been finalized, some design parameters of the facility are available to provide guidelines for Transportation Cask System acceptance criteria.

The Federal Facility will be receiving from 300 to more than 500 Transportation Casks per year at its design capacity of 3000 MTU per year. Receiving, inspecting, and unloading these casks, and placing the fuel into storage, while maintaining occupational radiation exposures as low as is reasonably achievable, will require innovative handling techniques with as little “hands-on” operations as practical. This is to be achieved by the use of automated and remote handling techniques in the removal of the casks from the transporters, preparation for unloading, and removal of the cask contents. The efficient application of these remote and automated handling techniques could greatly enhance cask handling capability.

The criteria in this Appendix are divided into two categories: Mandatory and Guidelines. The Mandatory category includes those items that will be required at the Federal Facility. The non-site-specific requirements are shown in Table 2-1. Guidelines include those design characteristics that are desirable, but not mandatory, for application of remote handling techniques. These are shown in Table 2-2 which has been adapted from Reference 2-1.

Reference 2-1: SAND89-2444, “Cask System Design Guidance for Robotic Handling”, Griesmeyer, J. M., Drotning, W. D., Morimoto, A. K., Bennett, P. C., October 1990

**TABLE 2-1
MANDATORY REQUIREMENTS**

All Transportation Cask Systems must meet the following criteria in order to be accepted and used at the Federal Facility.

DESIGN	
No.	Requirement
01	All Transportation Casks must be approved by the Nuclear Regulatory Commission as evidenced by a current Certificate of Compliance issued in accordance with 10 CFR 71.
02	Lifting devices shall meet the requirements of NUREG-0612, Control of Heavy Loads at Nuclear Power Plants, and ANSI N14.6, Special Lifting Devices for Containers Weighing 10,000 Pounds or More.
03	The maximum weight of a loaded Transportation Cask plus any items which must be removed from the transporter with the cask shall not exceed 150 tons.
04	Transportation Casks shall have a minimum design service life of 40 years.
05	Supporting ancillary equipment shall have a normal service life that equals commercial/industry standards.
06	Permanent nameplates shall be attached to each specific component or equipment in such a manner that environmental conditions or usage by personnel shall not make the nameplates illegible or remove or destroy the nameplates.
07	All exposed metal surfaces of ancillary equipment shall be painted as specified in No. 08 below, plated, or otherwise coated if corrosion resistant materials such as stainless steel are not used.
08	High-quality, industrial-grade paints and/or coating suitable for elevated temperature use and exterior weather exposure shall be used. Coating requirements for lifting/handling devices are described in ANSI N14.6, "Special Lifting Devices for Containers Weighing 10,000 Pounds (4500 Kg) or More"
09	All rail cars used to transport SNF, buffer cars, and escort cars shall meet the requirements of Association of American Railroads Manual of Standards and Recommended Practices: Section C - Car Construction - Fundamentals and Details; Section C, Part II, Volume 1 - Specifications for Design, Fabrication & Construction of Rail Cars, M1001; and Section C, Part II, Volume 2 - Appendices M-1001.

DESIGN	
No.	Requirement
10	All rail cars used to transport SNF, buffer cars, and escort cars shall meet the Association of American Railroads (AAR) standards for unrestricted interchange in Rules of Interchange for Railroad Cars (M0152) and Field Manual of the AAR Interchange Rules (M0101) and shall meet the requirement of Rule 88 of the Association of American Railroads "Office Manual of the AAR Interchange Rules."
11	All truck trailers used to transport SNF shall be designed, fabricated, and maintained in accordance with ANSI N14.30-1992, "Semi-Trailers Employed in the Highway Transport of Weight-Concentrated Radioactive Loads - Design, Fabrication, and Maintenance."
12	All Transportation Casks shall be capable of being unloaded at the Federal Facility in either a wet or dry environment.

OPERATIONAL	
1	All shipments of SNF by highway shall conform to all the Commercial Vehicle Safety Alliance (CVSA) Enhanced North American Standard Level I Inspection Procedures and Uniform Enhanced Out-of-Service Criteria.
2	All drivers and mechanics shall attend the awareness training and be proficient in the CVSA Enhanced North American Standard Level I Inspection Procedures and Uniform Enhanced Out-of-Service Criteria.

TABLE 2-2
CASK DESIGN CONSIDERATIONS FOR REMOTE HANDLING
GUIDELINES FOR CASK SYSTEMS

<p style="text-align: center;">Configuration and Construction</p> <ul style="list-style-type: none">• Construction of the cask should minimize variations between cask systems of the same model.• Obstructions on the personnel barriers and cask surfaces should be minimized.• To the extent possible, lifting mechanisms should be integral with the lifted component.• Where possible lifting points should be directly over the center of gravity of the object to be lifted.
<p style="text-align: center;">Approaches and Clearances</p> <ul style="list-style-type: none">• Lifting by cranes requires enough lateral clearance to permit engagement of the lifting mechanisms.
<p style="text-align: center;">Latches, Fasteners, and Other Mechanisms</p> <ul style="list-style-type: none">• Fastening mechanisms should be captured when possible to reduce storage and retrieval operations.• Bolts should be captured with spring return and crossthread prevention features and self-guided mating to sockets.
<p style="text-align: center;">Identification</p> <ul style="list-style-type: none">• Model and serial number information markings for all separable components of the cask/transporter system should provide for both automated and manual reading.

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Section C

Appendix 3

PURCHASER SITE PLANNING CHECKLIST

Draft RFP Number: DE-RP01-98RW00320

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APPENDIX 3

PURCHASER SITE PLANNING CHECKLIST

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APPENDIX 3

PURCHASER SITE PLANNING CHECKLIST

In Phase A, the RSC has the responsibility to interact with all Purchasers within its Servicing Region(s) to determine specific servicing requirements necessary to facilitate waste acceptance and transportation activities. In fulfilling these responsibilities, the RSC is required to perform certain functions associated with these determinations.

This appendix provides examples of functional responsibilities for the RSC and is to be used by the RSC as a guide in determining site specific servicing requirements. Note that these requirements include the acceptance and transportation of both uncanistered SNF and SNF contained in dual-purpose canisters. The functions listed below are applicable to both uncanistered and canistered SNF.

1. IDENTIFICATION OF SPENT NUCLEAR FUEL

- Verify SNF information is complete and sufficient to make the necessary cask selection and suitability determinations.
- Determine if any special considerations or equipment are required to adapt the Transportation Cask or Canister to accommodate failed or damaged fuel, non-fuel assembly hardware, basket spacers, or fillers, etc.
- Determine if the SNF provided is consistent with campaign and site servicing plans.

2. PLANT SITE INFORMATION

2.1 PLANT PHYSICAL INFORMATION

- Evaluate plant physical information for completeness and suitability.
- Complete required engineering evaluations and cost estimates for servicing the Purchaser's site.
- Identify facility or equipment modifications or special equipment required.
- Perform detailed walk-through, evaluations and analysis of the cask receiving, handling/ pool operations, loading, decontamination, and shipping areas to verify suitability and identify special equipment or procedures required.
- Assure that the Purchaser is a registered user of the designated Transportation Cask.
- Finalize equipment selection and modal determinations.

2.2 REACTOR LICENSING AND TECHNICAL SPECIFICATION CONSIDERATIONS

- Evaluate plant information, determine suitability of facilities, transportation systems, needs for special equipment or operating restrictions or other limitations necessary to comply with site licensing or operational envelopes.
- Provide necessary engineering information to support Purchaser licensing needs and technical specification upgrades.

2.3 SITE ACCESS AND PERSONNEL REQUIREMENTS

- Identify site access needs and necessary personnel data to support site access, security, badging, personnel monitoring, on-site training, or other physical or personal screening required by the Purchaser.
- Prepare necessary RSC personnel instructions and conduct training necessary to assure that all RSC and subcontractor staff understand and comply with all Purchaser on-site operating protocols.

2.4 ON-SITE SUPPORT SERVICES AND REQUIREMENTS

- Identify on-site services required to operate the transportation system.
- Assure compatibility between equipment and utility services.
- Provide suitable adapters, auxiliary equipment or special tools as required.

2.5 OPERATING PROCEDURES

- Review applicable plant operating procedures to assure compatibility with cask operations.
- Provide transportation equipment and system operating and maintenance procedures to the Purchaser.
- Assist the Purchaser in its development of site-specific procedures.
- Provide guidance to the Purchaser in establishing operating protocols, personnel training requirements and equipment assembly and checkout requirements prior to system first use.
- Assist the Purchaser in determining specific needs for the Purchaser's operations staff including suggested staffing levels and skills mix appropriate to assure effective operation of the RSC Transportation Cask Systems.

3. NEAR SITE TRANSPORTATION INFRASTRUCTURE

- Assess site access, identify proposed route and route alternatives.
- Assess proposed route suitability, determine heavy haul or inter-modal needs,

- including location of suitable inter-modal transfer sites and equipment.
- Identify fees, permits, or local approvals required.
- Identify seasonal or operating time restrictions.
- Determine availability and suitability of local support services.
- Develop procedures, and train operating staff for the near-site transportation operations.
- Obtain necessary permits or approvals from state, local or tribal jurisdictions.
- Secure approval to use private property, facilities, or equipment.
- Acquire support services and equipment.
- Perform equipment checkouts and dry runs or demonstrations.

4. TRAINING

- Identify Purchaser staff training requirements.
- Prepare training plans, audio visual or other training aids, models or equipment mock-ups.
- Provide training facilities.
- Provide training covering all aspects of Transportation Cask System operation, including assembly if required, calibration or adjustment, use of special tools, operating protocols, lifting and handling, loading, removal and installation on transport vehicle, operating limits, including allowable dose limits, recovery from up-set or off-normal conditions, including safe-shut down procedures, decontamination, and incidental maintenance including replacement of normal wear items.
- Determine Purchaser training of RSC staff required for access to the Purchaser's site.
- Identify staff and provide information necessary to aid the Purchaser in establishing appropriate training requirements.
- Assure staff availability for training of Purchaser's staff in a timely manner.

5. EQUIPMENT

- Consult with the Purchaser in selecting specific equipment for servicing the Purchaser's site including situations where previously deployed dry storage systems must be accommodated by the RSC.
- Supply a Transportation Cask System suitable for use at the Purchaser's site.
- Comply with all Purchaser quality assurance requirements including the provision of appropriate quality assurance records and documentation.
- Identify maintenance that is required during routine equipment utilization, as well as decontamination and packaging requirements for removal of the RSC's equipment at the completion of the shipping campaign.
- Assist the Purchaser in determining what Purchaser staff training and orientation are required to assemble and checkout the equipment prior to first use.
- Provide the Purchaser with all required documentation for the Transportation Cask

Systems as required to meet NRC regulations, including but not limited to, copies of the Safety Analysis Report, Certificate of Compliance, and applicable QA records.

- Supply or arrange for all equipment for inter-modal transfer as required.

6. OPERATIONS

- Provide assistance and technical support to the Purchaser during the on-site cask handling, loading and preparation operations.
- Observe the SNF loading and confirm the loading operations in accordance with the SNF verification plans.
- Confirm that all off-site factors are resolved prior to accepting the shipment from the Purchaser.
- Confirm DOE and NRC approval of the transportation route, obtain local or state permits, and finalizing any arrangements with the carriers and inter-modal service providers as necessary.
- Confirm that the SNF data package is complete and the shipping papers are in order.
- Assure that appropriate pre-shipment notifications and security arrangements are in place prior to accepting the shipment from the Purchaser.

7. COMMUNICATIONS

- Establish points of contact with the Purchaser and others to assure all site specific needs relative to the SNF acceptance and transportation services are met.
- Consult with the Purchaser regarding communication and dealing with the local jurisdictions. Points of contact should include: Governor's designee, State Department of Transportation, heavy haul/inter-modal service operators, railroad or trucking company, county and local and Tribal authorities.
- Coordinate with the Department and the Purchaser to assure that required local emergency response capability has been established.

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Section C

Appendix 4

RSC/FEDERAL FACILITY INTERFACES

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APPENDIX 4

RSC/FEDERAL FACILITY INTERFACES

This Appendix summarizes the major functions associated with the Federal Facility to be performed by the RSC and by the Federal Facility Operator.

1. Regional Servicing Contractor's Functions

- Prepare planning information related to the RSC's interactions with the Federal Facility Operator covering all aspects of the RSC's operations including delivery options, schedules, and the supply of equipment and spare parts
- Provide equipment to the Federal Facility Operator for determination of compatibility of the RSC's equipment with the Federal Facility, pre-operational testing, and a readiness review of the facility's operations
- Provide technical support and assistance to the Federal Facility Operator during pre-operational testing, readiness review, and routine operations as required
- Provide the Federal Facility staff with initial qualification training on each type of system or item of equipment to be used at the Federal Facility and provide refresher training as required
- Provide all required documentation, such as QA records, operating procedures, and maintenance procedures for all RSC supplied equipment to be used at the Federal Facility
- Deliver the Federal Facility Support Equipment to the Federal Facility and provide data packages to include design, maintenance, and QA records, operating and maintenance procedures, etc., needed for operations, maintenance, and renewal of permits, licenses, and certificates
- Provide a list of recommended spare parts and an initial 180-day supply of spare parts to the Federal Facility Operator to support maintenance and minor repairs for the Federal Facility Support Equipment and provide all documentation necessary for the Federal Facility Operator to acquire such spare parts
- Provide all ancillary equipment required to handle the Transportation Cask(s) provided by the RSC
- Provide a means for the Federal Facility Operator to communicate directly with the RSC's transportation carriers
- Interface with the Federal Facility Operator to ensure that all shipments are coordinated with shipments from other regions
- Provide notification of delivery of Transportation Casks and all other equipment
- Deliver loaded Transportation Casks
- Resolve any non-compliant regulatory conditions on Transportation Casks
- Remove unloaded Transportation Casks from Federal Facility
- Maintain an office at the Federal Facility with RSC staff available when any of the RSC's

shipments are en route to or from the Federal Facility

2. Federal Facility Operator Functions

- Perform cask receipt and inspections
- Accept the shipment
- Hitch/unhitch prime mover
- Inspect transporter for security/safeguards compliance
- Perform transporter radiation surveys
- Perform transporter washdowns
- Move transporter to transfer facility/queuing area
- Perform transportation cask radiation surveys
- Perform transportation cask (vertical and horizontal) SNF transfer preparations
- Perform transportation cask (vertical and horizontal) SNF transfers
- Perform incidental service and maintenance on casks and Federal Facility Support Equipment
- Furnish spare parts for Federal Facility Support Equipment (after first 180 days)
- Provide all equipment required to unload casks including fuel grapples
- Perform remote operations in transfer facility including cask unloading
- Perform cask/equipment decontamination
- Perform cask transporter preparation for departure
- Perform confirmation of verification documentation of SNF
- Perform vent/test and inerting activities
- Perform incidental maintenance on Transportation Casks
- Prepare unloaded transportation cask system for transport from Federal Facility
- Provide office space with utilities for the RSC representative(s)

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Section C

Appendix 5

**PHASE B/C PRICE PROPOSAL
FORMAT AND INSTRUCTIONS**

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APPENDIX 5

PHASE B/C PRICE PROPOSAL FORMAT AND INSTRUCTIONS

1.0 GENERAL

The Phase B and C price proposal shall contain (1) the fixed prices and fixed rates required by the Contract Line Item Numbers (CLIN) described below on the pricing sheets in Attachment A; and (2) the supplemental data necessary to fully support the reasonableness of the proposed prices and rates in accordance with the pricing sheets in Attachments B, and C. An Offeror shall submit a complete set of pricing sheets for each Servicing Region proposed. An Offeror submitting a combined proposal for two Servicing Regions shall submit a complete set of pricing sheets from Attachment A and the required supplemental data, all clearly marked as a combined proposal. Each Servicing Region in the combined proposal must have also be proposed and priced separately.

2.0 PRICING STRUCTURE

The pricing structure for this proposal is based on the CLINs described below.

2.1 FEDERAL FACILITY SUPPORT EQUIPMENT (CLIN 0005)

The Federal Facility Support Equipment CLIN covers the fixed price for all of the Federal Facility Support Equipment (as defined in the Glossary in Section C), and includes spare parts and all costs for packing, handling and shipping of the equipment to the Federal Facility. The RSC shall provide as many subCLINs as required with each subCLIN applicable to only one set of equipment. In addition to the fixed price, each subCLIN shall contain a brief description of the equipment. The price of such Federal Facility Support Equipment shall be provided in this CLIN and shall not be included in the fixed rates for SNF delivery. See Attachment D to this Appendix for an example of how this CLIN might be completed. The DOE reserves the right to selectively procure the Federal Facility Support Equipment so that identical equipment will not be procured from different RSCs.

2.2 COMMUNICATION AND OUTREACH SUPPLEMENTAL SUPPORT (CLIN 0006)

This CLIN covers only labor and material costs in excess of the total costs included in the Communications and Outreach Core Hours (which are included in CLIN 0008) described in Section H.7, *Communication and Outreach Core Hours*. CLIN 0006 hours must be requested by DOE in accordance with Section H.21, *Ordering Procedure*. Under this CLIN, the RSC shall provide a maximum of 195,520 hours. Such hours shall be provided at a labor rate which shall be a composite rate for all staff expected to be providing these hours and shall include all indirect

costs and profit. Estimated costs for materials including travel shall also be proposed; such costs shall not include profit. These hours shall be priced assuming they will be utilized starting in year 5 of Phase B and expended at a uniform annual rate thereafter.

2.3 ENGINEERING SUPPORT SERVICES (CLIN 0007)

Engineering support services will be used by DOE to fulfill emerging requirements during the performance of the Contract. DOE may authorize the RSC to perform tasks in accordance with the procedure described in Section H.21, *Ordering Procedure*. Under this CLIN, the RSC shall provide 195,520 hours. The RSC shall provide a fixed composite labor rate applicable to all staff to be providing engineering support services. Labor rates shall be proposed for the labor categories shown on the pricing sheets for this CLIN in Attachment A. These proposed labor rates shall include all indirect costs and profit. Estimated costs for materials including travel shall also be proposed. Profit on material costs will not be allowable. These hours shall be priced assuming they will be utilized starting in year 5 of Phase B and expended at a uniform annual rate thereafter.

2.4 PHASE B EQUIPMENT ACQUISITION AND MOBILIZATION (CLIN 0008)

This CLIN covers Phase B activities which do not fall under CLINs 0005 - 0007. CLIN 0008 covers activities such as project management; quality assurance, mobilization, emergency response, Core Hours for Communications and Outreach (the RSC shall furnish 97,760 Core Hours for Communications and Outreach activities.); updating and maintaining plans; costs of Transportation Equipment and Purchaser Support Equipment; and unrecovered engineering, design, and licensing costs. This CLIN is not separately priced as the costs are to be recovered in the fixed rates for delivery of SNF in Phase C. These costs shall be amortized equally over all fuel assemblies to be delivered in Phase C based on the allocations to be provided by the DOE 120 days prior to the end of Phase A. The costs to be included in this CLIN shall be listed on the appropriate sheet in Attachment A. An example of how this sheet might be completed is shown in Attachment E.

2.5 TRANSCOM Equipment and Training (CLIN 0009)

This CLIN covers TRANSCOM equipment and training to be furnished at DOE's request to designated State and/or Tribal organizations. The equipment and training is to provide the capability for the State or Tribal organization to track the RSC's shipments to and from the Federal Facility. A maximum of 25 units of equipment and training will be requested by DOE in accordance with the procedure in Section H.24, *TRANSCOM Purchase Option*.

2.6 OTHER WORK (CLINS 0010 THROUGH 0020)

These CLINs are reserved.

2.7 PHASE C WASTE ACCEPTANCE AND TRANSPORTATION SERVICES (CLINS 0021 THROUGH 0104)

Waste Acceptance and Transportation Services CLIN fixed rates cover (1) all Phase C activities directly associated with the acceptance and transportation of SNF from a Purchaser's site to the Federal Facility, including freight charges for rail, truck, barge, or heavy-haul as applicable, security, shipment tracking, labor, travel, and any required intermodal and special rigging services, and (2) the Phase B costs included in CLIN 0008.

Due to uncertainties with regard to the scheduling and quantities of SNF available for transport from Purchasers' sites, the fixed rates under these CLINs are organized based on site specific waste allocations for years C1 through C3 and years C4 through C10. Rates proposed for the allocations and schedules for waste acceptance during years C1 through C3 are to be based on the final allocations and schedules provided by DOE 120 days prior to the end of Phase A. Rates proposed for years C4 through C10 are to be based on estimated out-year allocations of SNF and schedules for fuel acceptance which will be provided by DOE 120 days prior to the end of Phase A. The final allocations and schedules for SNF delivery for each of the succeeding out-years (C4 through C10) will be provided by DOE on an annual basis, e.g. the final allocations and schedules for C4 will be provided in C1, for C5 in C2, etc.

3.0 PRICING ASSUMPTIONS

The following assumptions are to be used in preparation of the Phase B/C Price Proposal (CLINs 0005 - 0104):

- Fixed prices for CLINs 0005, 0007, and 0009 for the years B1 through B4 shall not be subject to Section H.4, *Economic Price Adjustments*;
- All other rates and prices (after year B4) may be subject to an economic price adjustment as defined in Section H.4, *Economic Price Adjustments*;
- A 3% (three percent) annual escalation rate should be assumed beginning in year B5, (the first year of Phase C) for pricing purposes.
- The timing of payments for the CLINs described above is shown in the table below:

CLIN	Title	Payment Event
0005	Federal Facility Support Equipment	TBD
0006	Communications and Outreach Supplemental Support	TBD
0007	Engineering Support Services	TBD
0008	Phase B Equipment Acquisition and Mobilization	TBD
0009	TRANSCOM Equipment and Training	TBD
0010-0020	Reserved	
0021-0104	Waste Acceptance & Transportation Services	TBD

4.0 PRICING SHEETS

The RSC shall complete the pricing sheets provided in Attachment A which encompass the required information for each of the CLINs described above.

5.0 SUPPLEMENTAL DATA

To facilitate price evaluation and comparison, the RSC shall provide cost and pricing data for the CLINs listed above. The presentation of such data shall conform to the maximum extent practicable to the format provided in Attachments B and C.

**ATTACHMENT A
CONTRACT LINE ITEM NUMBER (CLIN) LIST**

CLIN 0005 - FEDERAL FACILITY SUPPORT EQUIPMENT					
subCLIN	Equipment Description	For Use with Cask Model	Quantity	Unit Price	Extended Price
0005A					
TOTAL PRICE OF ALL FEDERAL FACILITY SUPPORT EQUIPMENT					

**ATTACHMENT A
CONTRACT LINE ITEM NUMBER (CLIN) LIST (Continued)**

CLIN 0006 COMMUNICATIONS AND OUTREACH SUPPLEMENTAL SUPPORT			
Item	Rate* or Amount	Quantity	Extended Price
Labor Rate		195,520 hours**	
Materials including travel (costs only)	---	---	

CLIN 0007 - ENGINEERING SUPPORT SERVICES			
Item	Rate* or Amount	Quantity	Extended Price
Labor Rate		195,520 hours***	
Materials including travel (costs only)	---	---	

* The labor rate shall be a composite rate for all staff expected to be providing these hours.

** For pricing purposes, assume these hours will be utilized starting in year 5 of Phase B and expended at a uniform rate thereafter.

*** For pricing purposes, assume these hours will be utilized starting in year 1 of Phase B and expended at a uniform annual rate thereafter.

**ATTACHMENT A
CONTRACT LINE ITEM NUMBER (CLIN) LIST (Continued)**

CLIN 0008 PHASE B EQUIPMENT ACQUISITION AND MOBILIZATION		
subCLIN	Detailed Description of Equipment or Service	Price
0008A		

**ATTACHMENT A
CONTRACT LINE ITEM NUMBER (CLIN) LIST (Continued)**

CLIN 0009 TRANSCOM EQUIPMENT AND TRAINING		
subCLIN	Detailed Description of Equipment and Training	Price
0009A		

**ATTACHMENT A
CONTRACT LINE ITEM NUMBER (CLIN) LIST (Continued)**

**WASTE ACCEPTANCE & TRANSPORTATION SERVICES
SERVICING REGION 1**

CLIN 0021	<u>Baltimore Gas & Electric Co. - Calvert Cliffs 1 & 2</u>				RATES AND EXTENDED PRICES	
	Phase C Year	MODE	Canistered? Y/N	Quantity of Fuel Assemblies	RATE \$/FA	EXTENDED PRICE \$
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
TOTAL PRICE						

NOTE: A table similar to the above for each Purchaser site will be included in the final RFP.

ATTACHMENT B

SUPPLEMENTAL DATA SHEET

The forms in this Attachment B shall be used for the following CLINs modified as appropriate. A separate set of forms shall be used for each CLIN or subCLIN as necessary to provide all requested information.

CLIN 0005 - FEDERAL FACILITY SUPPORT EQUIPMENT

CLIN 0006 - COMMUNICATIONS AND OUTREACH SUPPLEMENTAL SUPPORT

CLIN 0007 - ENGINEERING SUPPORT SERVICES

CLIN 0008 - PHASE B EQUIPMENT ACQUISITION AND MOBILIZATION

CLIN 0009 - TRANSCOM EQUIPMENT AND TRAINING

Assumptions:

(State all assumptions used in the preparation of the pricing on this sheet.)

Cost Element	Number/ Units	Proposed Unit Cost	Proposed Total Cost	Reference: (Source of Data)
Materials: (Provide a consolidated priced summary of individual materials with respective cost data and source of cost data)				
Subcontracts, Purchase Orders, Material Orders, Interdepartmental Work Orders, etc: (Provide a consolidated priced summary of purchased items and services and sources of cost data. All purchased labor must be identified and broken out by labor category and mix. Each subcontractor shall submit comparable sheets for their scope of work. Proprietary data may be submitted separately in a sealed envelope.)				

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Cost Element	Number/ Units	Proposed Unit Cost	Proposed Total Cost	Reference: (Source of Data)
Direct Labor: (Provide a consolidated priced summary of all direct labor by labor category and mix to include hours)				
Fringe Benefits				
Overhead				
Other Direct Costs: (Provide a consolidated priced summary of all other costs not covered above -- e.g. travel, per diem, computer and consultant services, packaging, packing, special tooling, etc.)				
General and Administrative Costs				
Facilities Capital Cost of Money: (If applicable, submit Form CASB_CMF and show calculation of the proposed amount. Provide proposed total cost on this sheet.)				
Total Price (Sum of Proposed Total Costs for all Cost Elements)				N/A

ATTACHMENT C

SUPPLEMENTAL DATA SHEET

CLINs 0021 through 0104 - Waste Acceptance and Transportation Services

CLIN _____ Site: _____

(Supplemental data and information will be required to support the rates per fuel assembly for acceptance and transport of SNF from each Purchaser site to the Federal Facility. The format for this information is being developed and will be included in the final Request for Proposal.)

ATTACHMENT D
CONTRACT LINE ITEM NUMBER (CLIN) LIST EXAMPLES

CLIN 0005 - FEDERAL FACILITY SUPPORT EQUIPMENT					
subCLIN	Equipment Description	For Use with Cask Model	Quantity	Unit Price	Total Price
0005 A	All necessary handling equipment	AA-41 (71-9997)	1	\$ 1,234,567	\$ 1,234,567
0005 B	All necessary handling equipment	AA-37 (71-9999)	1	\$ 2,345,678	\$ 2,345,678
0005 C	All necessary handling equipment	AA-59 (71-9998)	1	\$ 1,987,654	\$ 1,987,654
0005 D					
0005 E					
0005 F					
....					
....					
0005 n					

ATTACHMENT E
CONTRACT LINE ITEM NUMBER (CLIN) LIST EXAMPLES

CLIN 0008 PHASE B EQUIPMENT ACQUISITION AND MOBILIZATION		
subCLIN	Detailed Description of Equipment or Service	Price
0008A	Project Management	
0008B	Quality Assurance	
0008C	Mobilization	
0008D	Emergency Response	
0008E	Communication and Outreach - 97,760 Core Hours	
0008F	Updating and Maintaining Plans	
0008G	Transportation Equipment	
0008H	Purchaser Support Equipment	
0008n		

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Section C

Appendix 6

EQUIPMENT LIST

Draft RFP Number: DE-RP01-98RW00320

September 1998

APPENDIX 6**EQUIPMENT LIST**

The table in this Appendix lists equipment that DOE expects would be included in Transportation Equipment, Purchaser Support Equipment, Federal Facility Support Equipment, and Other Operations Equipment to be provided by the RSC. The listings are not all inclusive and different types of systems may have different items. The RSC shall provide a complete listing of all equipment for each category in the RSC's Procurement Plan (Section C.2.2.4).

Item	Transportation Equipment	Purchaser Support Equipment	Federal Facility Support Equipment	Other Operations Equipment
Transportation Cask Systems				
Transportation Casks (Rail and Truck) ¹	X			
Impact Limiters with attachment bolts	X			
Cask Truck Trailers	X			
Cask Rail Cars	X			
Transport Skids and Tie Downs	X			
Personnel Barriers	X			
All Items Attached to Cask Rail Cars ³	X			
Transport Operations Equipment				
Buffer Cars	X			
Escort/Personnel Cars ²	X			
TRANSCOM Equipment	X			
All Communications Equipment	X			
Audio/Visual Equipment	X			

Item	Transporta- tion Equipment	Purchaser Support Equipment	Federal Facility Support Equipment	Other Operations Equipment
Computers and Peripheral Equipment	X			
Equipment for Security Personnel	X			
Support Equipment (Ancillary Equipment)				
Special lifting equipment/rigs/tools for casks and other furnished equipment		X	X	
Trunnion installation/removal tools		X	X	
Cask upenders		X	X	
Storage/shipping skids/containers for all furnished equipment		X	X	
All special tools/rigs/equipment required to remove/install cask attachments ⁴		X	X	
Contamination prevention equipment such as covers/skirts/shrouds		X	X	
Horizontal lifting beams/slings/rigs		X	X	
Transport skid lifting beams/slings/rigs		X	X	
Site specific equipment ⁵		X	X	
Spare parts ⁶		X	X	
Vacuum drying system including cask attachments		X		
Leak testing and detection equipment/instruments		X		

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Item	Transporta- tion Equipment	Purchaser Support Equipment	Federal Facility Support Equipment	Other Operations Equipment
Cask-specific temperature measuring equipment/instruments		X		
Other Operations Equipment ⁷				
Locomotives				X
Truck tractors				X
Escort vehicles for highway shipments				X
Heavy-haul/barge/intermodal equipment				X

Notes:

1. Transportation casks include the cask body, inner/outer closures (lids), baskets including basket spacers, adapters and tiedowns, bolts, closure seals and seal retainers, lifting or handling trunnions, and removable shielding. This term also includes rail transportation overpacks required to transport Purchaser owned/supplied Dual-Purpose Canisters. Specific cask systems may not include all of the listed items or may include additional items not listed.
2. Escort/personnel cars include all support equipment installed or used in the cars such as tracking, communications, emergency/night vision lighting, video cameras, radiation measuring instruments, auxiliary power systems, furnishings, etc.
3. Items attached to the cask rail cars could include impact limiter removal/storage devices, tool boxes, etc.
4. Cask attachments could include closures (lids), dust covers, removable shielding, seal protectors, loading guide devices, impact limiters, vent covers, etc.
5. Site specific equipment could include redundant lifting adapters, crane hook adapters, seismic restraints, etc.
6. Spare parts shall be supplied to Purchasers for incidental maintenance of the casks and ancillary equipment. Spare parts to be supplied to the Federal Facility shall be the 180-day supply as defined in Section C.2.3.1.2.b.

7. It is expected that the RSC will provide the prime movers and escort vehicles through an arrangement with the service provider. However, if any of these items are purchased, they will become the property of DOE. For those Purchaser sites which must use heavy-haul and/or barge to move the transportation casks from the reactor to a rail car, the RSC must provide all necessary equipment, facilities, and services. The equipment and facilities will be different for each Purchaser facility and will not be listed here. The RSC can provide the equipment and facilities by purchase, lease, or through arrangements with a service provider. The RSC shall provide a list of all equipment and facilities which are purchased and which will be designated as Transportation Equipment and which will become the property of DOE.

Other types and items of equipment will be required to load, handle, test, and move the transportation casks. The RSC is NOT required to supply this type of equipment as defined in the following list:

- standard equipment which would normally be used at a Purchaser's reactor site or the Federal Facility, e.g., radiation detectors, video equipment, standard tools, decontamination equipment, canister welders, NDE equipment, scaffolding, temporary shielding, etc.
- fuel assembly grapples
- equipment used to move the cask after removal from the transporter (except lift beams) e.g., air pallets, transfer cars, etc.
- transfer casks or any other equipment required to handle/lift/load Purchaser owned/supplied Dual-Purpose Canisters

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Appendix 7

TRANSCOM DESCRIPTION

Draft RFP Number: DE-RP01-98RW00320

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APPENDIX 7

TRANSCOM: A Transportation Tracking and Communications System

The U.S. Department of Energy (DOE) and its predecessor agencies have maintained a record of safe and efficient transportation of radioactive materials for more than 40 years. A significant enhancement to this effort is a transportation tracking and communications system called TRANSCOM. The TRANSCOM system combines satellite communications, computerized data base management, user networks, and ground communications to track the progress of enroute shipments of hazardous materials.

The primary objective of TRANSCOM is to provide a central monitoring and communications center for DOE shipments of spent fuel, high-level waste, and other high visibility shipping campaigns. With this system, DOE can continuously monitor the location and status of these shipments within the continental United States. Should an emergency response be necessary, the TRANSCOM system will allow for quick and effective coordination of emergency operations by providing valuable information to response teams and DOE field offices.

TRANSCOM uses communications equipment and a satellite positioning-reporting system to track truck, rail and barge shipments. Shipment information is transmitted to a satellite receiving station where the position is determined. This information is relayed to the TRANSCOM Control Center (TCC) in Oak Ridge, Tennessee, through a telecommunications link. The TRANSCOM central computer uses this information to display the shipment information on a series of computer generated maps. Shipment position is relayed at selected intervals from the satellite system to the TCC computers, and the shipment location is then updated on the maps. A satellite communications system allows all TRANSCOM users to communicate with each other and the TCC.

TRANSCOM provides authorized users with special software to use with their personal computers, modems and telephone lines. Authorized users can access the TRANSCOM system to obtain unclassified information concerning current and upcoming shipments and specific information such as schedules, planned routes, and the types of materials being transported, as well as emergency response information specific to each shipment being tracked.

The TRANSCOM system has demonstrated its capability to provide reliable tracking and communication between shipment vehicles, the TCC and other users monitoring high-visibility DOE shipments. With nearly 100 shipments tracked annually, the number of users regularly accessing the system will continue to grow as its use expands into new areas to include a greater variety of organizations.

Source of this description: <http://www.em.doe.gov/trans/transcom.html> dated 9/12/95.

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Appendix 8

OPERATIONAL PROTOCOLS

Draft RFP Number: DE-RP01-98RW00320

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OPERATIONAL PROTOCOLS
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APPENDIX 8

OPERATIONAL PROTOCOLS

As specified in Section C, Paragraph 2.2.7, the RSC is required to prepare a Transportation Plan that describes the RSC's operational strategy and delineates the steps which will be implemented to ensure compliance with all regulatory and other DOE requirements. This includes identification of proposed routes and associated routing considerations, coordination and communication with all participating organizations and agencies, including other RSC(s), DOE, State, Tribal and local units of government, and interactions with appropriate Federal and State organizations.

This Appendix sets forth DOE requirements that are to be met in formulating the overall approach to transport operations. These requirements are in addition to any other Federal or State regulatory requirements. Additional plans required by this appendix are to be considered part of the RSC's overall Transportation Plan required as a Phase A deliverable specified in Section F Appendix 1.

1.0 Planning and Mobilization

The requirements described herein are primarily associated with Phase A and Phase B planning and mobilization activities. These requirements should be used to establish the baseline operational organization and protocols to be used during early mode and route identification, fleet planning and carrier interactions.

1.1 Mode Selection

The RSC will be provided a current Delivery Commitment Schedule (DSC) and other supporting data for each site to be serviced. These documents will provide information to support site specific modal recommendations based on Purchaser(s) facility capabilities. It may include a specific mode reflecting the Purchaser's preference. In this case, the RSC is required to provide transportation systems which are compatible with this mode designation unless other infrastructure constraints make the Purchaser's designation impractical to implement.

The following information should be used by the RSC in making proposed mode recommendations:

- Purchaser designation
 - Purchaser designates a specific mode in the DCS
- Purchaser facility/site constraints
 - Purchaser facility physical capabilities (i.e. crane load limits, dimensional envelopes etc.) limit mode selection.

- Near-site infrastructure constraints
 - Transportation infra-structure capabilities, (i.e. rail access, load limits, seasonal restrictions or physical constraints etc.) limit mode selection.

DOE requires that, wherever possible, rail transport shall be used. Suitability of the near-site infrastructure should be based on an evaluation using existing roads, railroads, bridges, etc. without modifications or upgrades.

Changes in mode may require changes in route as noted below. All mode recommendations must be approved by DOE.

1.2 Route Selection

The following requirements are to be met by the RSC when identifying proposed transportation routes. The route and mode determination are interactive. If during the course of the mode or route determinations, one of the previously determined factors changes, the site specific mode and route analysis must be re-evaluated to assure consistency. The RSC shall consult with other RSC(s) as appropriate to assure continuity and consistency of routes and to assure that trained emergency response capability is effectively considered.

Once a specific route has been identified, the RSC shall submit the route plan to DOE for approval prior to its submittal to the NRC in accordance with 10 CFR Part 73.37 [a][7]. Additional mode and route selection factors are provided in the U.S. DOT report entitled *Identification of Factors for Selecting Modes and Routes for Shipping High-Level Radioactive Waste and Spent Nuclear Fuel* dated April 1998.

1.2.1 Highway Route Determination

All OCRWM commercial SNF highway shipments to be performed under this RSC Contract are considered as Highway Route Controlled Quantities (HRCQ), and therefore DOT routing rules, commonly referred to as HM-164, as incorporated into the 49 CFR Part 397 Subpart D, shall apply .

The RSC is required to use “preferred” highways routes as specified in 49 CFR Part 397.101 [b][1] to reduce time in-transit. Preferred routes consist of either or both (1) an interstate system highway for which an alternative route is not designated by a State routing agency, including an interstate system bypass or beltway around a city when available; and (2) a State designated route selected by a State routing agency in accordance with 49 CFR Part 397.103 utilizing the DOT publication *Guidelines for Selecting Preferred Highway Routes for Highway Route Controlled Quantity Shipments of Radioactive Materials* (DOT/RSPA/HMS/92-02) and in consultation with potentially affected States and

localities. Tribal authorities having police powers to regulate and enforce highway routing requirements are included in the definition of “State routing authority” (49 CFR Part 171.8). Deviation from preferred routes shall be per 49 CFR Part 177.825 [b][2]. The DOE will coordinate all en route temporary routing deviations. Additionally, routing determinations should consider:

- preferred time of day travel through urban areas
- seasonal weather restrictions
- appropriate stopping places for rest, vehicle refueling, and vehicle repair.
- identification of safe parking locations shall be in accordance with paragraph 1.3

1.2.2 Railroad Route Determination

Route identification for rail transport shall be done in conjunction with the appropriate rail carriers. Since the railroad route structure provides less flexibility than highways, the RSC may rely on the rail carrier to provide primary and secondary route recommendations that are consistent with safe railroad operating practices and the following minimum operating guidelines:

- Include consideration of :
 - track classification, to ensure that the highest rated track is utilized to the greatest extent possible.
 - the operational readiness and safety of the track infrastructure and railroad signal systems
 - bridge condition and structural soundness along the proposed route
 - high hazard highway-rail grade crossing and active grade crossing warning systems along the proposed route
 - maximum use of “key routes” as designated in Association of American railroads (AAR) Circular OT-55-B.
- Coordinate anticipated interchange, train crew change and security/escort crew requirements with the location of mandated State inspection to the maximum extent practicable.
- Proximity and availability of trained emergency response capabilities
- Include identification of “safe parking” locations along the intended route. Criteria for consideration in locating these parking areas are provided in Paragraph 1.3
- Seasonal weather restrictions

1.2.3 Barge/Heavy Haul Route Determinations

Route identification for Barge/Heavy Haul transport shall be done in conjunction with the respective carriers and discussions with the appropriate State/local and/or U.S. Coast Guard or Corps of Engineers representatives. Discussions concerning

barge shipment will include determinations regarding development of a marine transportation plan, specific barge/cask interface requirements, availability of tug services, and identification of preshipment inspections and marine surveys. Route and handling determinations for barge shipments shall also include interactions with Port Captains as required.

The heavy haul route identification process must consider:

- distance, road condition, sub-roadbed and roadside features (power lines etc.)
- traffic patterns, or local seasonal restrictions
- local laws

The RSC is responsible for studies or analyses necessary to support route recommendations. The RSC is responsible for obtaining the necessary permits or authorizations including payment of fees or rents/leases associated with barge or heavy haul operations.

All barge and/or heavy haul route recommendations should be made consistent with suitability of the supporting infrastructures based on evaluations using existing roads, docks, channels (i.e., water access routes), bridges, etc., without modifications or upgrades.

1.2.3.1 Intermodal Transfer Stations

Intermodal transfer stations must be provided by the RSC to permit operations between shipping modes, (i.e. heavy haul truck to rail, heavy haul truck to barge, rail to barge, or barge to rail) when required. The RSC is responsible for identifying candidate sites in cooperation with the respective carriers or rigging companies and discussions with the appropriate state, local or federal jurisdictions. If temporary construction is required the RSC is responsible for obtaining the permits, developing designs, completing any required National Environmental Policy Act (NEPA) assessments and arranging for the site construction, including removal of temporary structures and remediation of the site when the shipping campaign is concluded.

Factors desired in locating an intermodal site include:

- avoids protected lands, e.g. wetlands, parks, tribal property, conservation districts, green belts, historical sites, etc.
- avoids heavily populated areas, e.g., do not locate adjacent to an Interstate highway or heavily traveled commuter route
- provides sufficient room for maneuvering, operations
- facilitates required security
- provides reasonable access to utility services

- provides a shoreline access road if applicable
- provides adequate maneuvering room for tugs and barge if applicable

If subsequent shipping Campaigns for a specific Purchaser extend beyond the RSC(s) contract term, specific contract arrangements will be made with DOE for disposition of the site.

1.3 Safe Parking Areas

Shipments of SNF by the RSC may be delayed en route due to mechanical problems, weather or road conditions, or other unanticipated problems or emergency situations. In anticipation of such an eventuality, the RSC is required to identify safe parking areas along each route as part of the route determination process. The two key factors in selecting a safe parking area are : 1) desirability of a particular type of parking area; and 2) driver/crew ability to reach that parking area under different types of unanticipated delay or emergency. The criteria for identification and selection of safe parking areas include but are not limited to:

- 1st Choice - Department of Energy Facilities (as identified by DOE)
- 2nd Choice - Specific places designated by DOE or the State, e.g.,
 - DOD facilities
 - truck stops
 - rail sidings (w/railroad concurrence)
 - ports of entry
 - State highway service facilities
 - national guard facilities
- 3rd Choice - If none of the first two choices can be reached safely, a series of avoidance factors should be applied to select a suitable safe parking area. It may not be possible to locate a parking site that meets all of the criteria listed.

Avoid:

- highly populated areas
- heavily industrialized areas
- hospitals and schools
- areas with difficult access
- crowded parking areas , e.g., shopping malls
- residential areas
- highway shoulders
- areas with numerous pedestrians

Safe parking areas selected should also:

- provide adequate separation from vehicles carrying hazardous materials
- facilitate required security
- provide adequate driver/crew services

1.4 Adverse Weather and Road Conditions

Inclement weather and adverse road condition factors should be considered in establishing overall operational protocols. These factors can affect the initiation of a shipment and can cause delays or deviations to a route if encountered while en route.

Route weather forecast information shall be obtained by the RSC(s) as part of the pre-shipment planning and notification process. DOE will provide notification of road or highway construction which might temporarily impact the planned route. Road and highway conditions and information on anticipated construction will be obtained by DOE through consultation with the affected states along the planned route. Long range highway construction planning information provided by the State highway departments will be made available to the RSC(s). This information will aid in confirming final shipping schedules and determining if short term alternate route planning and additional approvals by the states/NRC are required prior to initiating the shipments.

The RSC(s) shall develop appropriate protocols and detailed procedures for use by the drivers/crews in making determinations regarding adverse weather and road condition operations.

1.4.1 Departure Weather

Current weather conditions, the weather forecast, and current travel conditions must be considered acceptable for safe vehicle operation. If these conditions are not acceptable, the shipment shall be delayed until travel conditions are acceptable. The driver/crew shall concur with the decision to dispatch the shipment(s).

1.4.2 Adverse Conditions En Route

Shipments should not travel when severe weather conditions along routes or adverse road conditions make travel hazardous. Driver/crew communications with the DOE should provide advanced warning of potential adverse conditions along the route. If unanticipated severe weather or adverse road conditions are encountered the driver/crew should contact DOE immediately. DOE will coordinate diversion to a safe parking or stopping area if it becomes necessary to delay the shipment until conditions improve.

1.5 Driver/Engineer/Crew/Security/Escort Personnel Qualifications

Carriers must develop and maintain a driver/crew training program that meets the requirements of 49 CFR Parts 172.600 and 177.825. In addition to the minimum qualifications listed below, driver/crew training shall cover as appropriate:

- operation of the specific package tie-down systems

- cask recovery procedures
- use of radiation detection instruments
- use of TRANSCOM and other communications equipment
- adverse weather and safe parking procedures
- public affairs and speakers bureau training
- first responder awareness training (29 CFR Part 1910.120 [q])
- radiation worker “B” (or equivalent) training

The minimum driver/crew qualifications are:

1.5.1 Truck Drivers

- comply with 49 CFR Part 391
- comply with 49 CFR Part 397.101(e)(1)
- comply with the enhanced inspection standards as specified in Paragraph 5.0 of the Commercial Vehicle Safety Alliance “Recommended National Procedures and Out-of-Service Criteria for the enhanced Safety Inspection of Commercial Highway Vehicles Transporting Transuranic, Spent Nuclear Fuel and High-Level Radioactive Waste”. (May 1, 1997)

1.5.2 Locomotive Engineers

- must meet “Locomotive Engineer Certification” requirements in accordance with 49 CFR Part 240 and are qualified to operate over the district in which the train will operate.
- shall have completed required Hazmat training in accordance with 49 CFR Part 172 Subpart H. Crews must also be properly trained for hazardous material handling in accordance with individual rail road operating rules.

1.5.3 Security/Escort Personnel

RSC or RSC contractor employees designated to provide in-transit security shall meet the requirements of 10 CFR Part 73 Appendix B - General Criteria for security personnel, and 10 CFR Part 73 Appendix D - Physical Protection of Irradiated Reactor Fuel in Transit.

1.5.4 Transportation Pay and Penalties

The RSC shall address the following additional considerations:

- Compensation
 - *Regular pay* should be based on hours /week/month. Mileage driven is not to be considered.
 - *Overtime pay* (if applicable) should be based on excess (over standard) hours worked. Mileage driven is not to be considered.
- Penalties
 - The RSC shall maintain a strict crew penalty system or other enforcement

actions which will be imposed for the following:

- unauthorized deviation from specified routes
- vehicle inspection violations
- failure to maintain adequate records
- failure to maintain constant surveillance of SNF packages
- failure to provide timely en route position or incident reports
- drug screening violation
- operating under the influence of drugs or alcohol
- convicted of a felony
- convicted of a moving violation or failure to observe published safety or other operating procedures or restrictions

1.6 Tracking and Communication

Shipment tracking, and preshipment and en route communications are key functions associated with the RSC operational responsibility. It is essential that a system be established that provides the necessary tracking and communications with DOE, the Federal facility, states, tribes and other RSC(s) in a seamless and homogenous manner.

1.6.1 Tracking

Continuous real time position tracking for all shipments will be provided by the RSC utilizing the dual satellite sensitive shipment tracking system called Transportation Tracking and Communications System (TRANSCOM). TRANSCOM will provide DOE and the RSC(s) with a continuous, centralized monitoring and communications capability. The RSC will be responsible for acquisition, installation, maintenance and security of the TRANSCOM system equipment. The DOE will provide initial training in the use of the TRANSCOM system to designated RSC operating and management personnel. The RSC will be responsible for all costs associated with attending the DOE training programs. The one week TRANSCOM training program will be conducted at the U.S. DOE TRANSCOM Control Center (TCC) located in Oak Ridge, Tennessee.

The RSC(s) may provide under a contract option TRANSCOM receiving equipment and training required by various state, tribe or other agencies which have been authorized by the NRC (per 10 CFR Part 73.21(c)) to have access to real time tracking and communications information.

1.6.1.1 TRANSCOM Backup

The RSC(s) shall provide detailed procedures in the event that the TRANSCOM system is temporarily not available. The procedures should be based on a telephone call-in system which provides for:

- Reporting the shipment location via a telephone call to the DOE by

the driver/crew every two hours and prior to crossing State borders.

- The DOE will call the TCC in Oak Ridge. If the tracking system is down but the software is functioning, the TCC will move the icon manually. State TRANSCOM operators will be able to monitor the shipments over TRANSCOM on a normal basis.
- The TCC will notify each State thirty minutes prior to a shipment reaching its border and after it has left its borders.
- Reporting any delay in transit greater than two hours, and the reason for the delay, to the DOE, who will in turn relay the information to the appropriate State or others as required.
- Notifying the DOE about each shipment upon its dispatch in accordance with normal notification procedures.

1.6.2 Communications

In addition to the TRANSCOM system, the RSC(s) shall furnish and equip all tractors and rail escort cars with a satellite telephone and a 40-channel two-way citizens band radio. The RSC shall provide portable two-way communications between the driver/crews and the security escorts, if in a separate vehicle or rail car. These capabilities can be used to provide TRANSCOM backup as noted in para 1.6.1.1 above.

1.7 Carrier Management Plan

The RSC is responsible for assuring carrier compliance with all transportation requirements. The RSC shall require all carrier contractors to provide a carrier management plan which addresses the following areas:

- Management organization, including subcontractor management
- Driver/Crew screening and hiring
- Driver/Crew operations and safety training/recurrency training
- Maintenance and inspection personnel qualifications
- Maintenance program including procedures and inspections
- Pre-trip/post-trip inspection requirements (including vehicles, and other transportation system or route infrastructures which may affect safe operations)
- En route maintenance or breakdown repair and/or equipment replacement
- Emergency/incident response training/recurrency training
- Accident/incident reporting system
- Defines policy for imposition of specific driver/crew penalties (see para 1.5.4)
- Defines substance abuse policy including screening tests
- Security plan
- QA plan

- Safety program
- Records management system

2.0 En Route Operations

2.1 Advance Notice of Shipments

Advance notice of OCRWM shipments, on-going status of shipments, and other pertinent shipment related information, are required to meet regulatory requirements (10 CFR Part 71.97, 10 CFR Part 73.37 (f) and 10 CFR Part 73.72) and to comply with DOE, State and Tribal agreements. This information will be used to support coordination of Federal Facility receipt operations, emergency response capabilities, identify weather or road conditions which may affect shipments, identify safe parking locations, schedule needed inspections and coordinate the public information programs.

The RSC(s) will provide projected shipping schedules to DOE as specified in Section C, paragraph 2.2.5.2. DOE will provide schedule information to the impacted States and tribes based on specific approved routes approximately six months prior to the initiation of planned shipments. States will then use TRANSCOM as the primary method to receive notice for individual RSC shipments. Notification requirements in accordance with 10 CFR Part 71.97 must also be provided by the RSC.

2.2 En Route Inspections

In addition to pre and post-shipment inspections of the transport package and en route crew safety inspections of the transport vehicles, DOE anticipates that various States and Tribes may require additional vehicle inspections when entering their respective jurisdictions. DOE will provide information concerning these inspection requirements during Phase B. For barge shipments, inspections and surveys will be in accordance with U.S. Coast Guard regulations per 46 CFR Parts 90 - 105. En route inspections will be coordinated utilizing TRANSCOM communications and position reporting capabilities to notify appropriate jurisdictions of the approach of a shipment so State or Tribal inspection officials can be available at designated points to perform the inspection with minimal disruption to the operating schedules. Inspections for rail shipments should be coordinated with normal crew change locations wherever possible to minimize additional en route stops.

2.3 En Route Delays

The RSC shall be responsible for providing or having carriers provide drivers/crews with specific written procedures which clearly define detailed actions to be taken by the driver/crew in the event of various en route delays. These include, but are not limited to: unanticipated blockades due to civil strife or other disruptions, traffic stoppages due to traffic accidents not directly involving the cask shipments, emergency

road/rail construction or delays caused by sudden or unanticipated weather conditions. Procedures should address notifications, maintaining security, selecting alternate routes or route detours, or moving to the nearest safe parking area.

2.4 Off-normal Operations (Non-accident/Incident or Emergency Related)

The RSC shall be responsible for providing or having carriers provide drivers/crew with specific written procedures which clearly define detailed actions to be taken by the driver/crew in the event of off-normal events. These include, but are not limited to: mechanical breakdown, fuel problems, TRANSCOM failure, and illness, injury or other incapacity of driver/crew. Procedures should address notifications, deploying appropriate hazard warnings, maintaining security, obtaining medical assistance, and arranging for crew replacement or maintenance/repair/replacement of equipment or recovery as appropriate.

2.5 Emergency/Incident Response

In addition to the requirements specified in Section C Paragraph 2.2.9, the RSC shall be responsible for providing or having carriers provide drivers/crews with specific written procedures which clearly define detailed actions to be taken by the driver/crew/security personnel in the event of an emergency or incident involving property damage, injury or the release or potential release of radioactive materials. Procedures shall address:

- Rescue of injured crew or others involved
- Identification/assessment of situation
- Notification and communication requirements
- Securing the site and controlling access
- Technical help to first responders
- Media interaction guidelines

2.5.1 Emergency/Incident Response Guidelines and Training

The RSC shall provide awareness training to all drivers/crew and security personnel, this training will address overall guidelines and other relevant information regarding initial response roles and responsibilities for the respective personnel. The purpose is for the personnel to knowledgeably initiate an emergency response sequence by notifying appropriate authorities and taking appropriate initial actions.

3.0 Post Shipment Activities

Post shipment activities include receipt inspections of the loaded transport cask(s), and after unloading operations are complete, maintenance and/or reconfiguration and preparation of the casks and other supporting transportation system equipment for subsequent temporary parking at the Federal facility or re-deployment for further operational campaigns.

3.1 Post Shipment Radiological Surveys

Upon arrival and receipt at the Federal Facility, and prior to initiating any unloading operations, the Federal Facility Operator (FFO) will survey the cask(s) and its transporters to determine if any contamination beyond the limits specified in 10 CFR Part 71.87 [I][1] occurred while in transit. Additionally, the package, its tie-downs and associated transportation system hardware will be visually inspected to assure that no physical damage occurred during transit.

The RSC is responsible for reporting any instance of contamination or damage found by the FFO to the NRC in accordance with 10 CFR Part 71.95. The RSC is also responsible for notification of the utility from whose facility the shipment originated. The RSC and the utility are responsible for initiating corrective actions. In addition to any reports required for the NRC, the RSC shall also provide a report to DOE describing the incident, including probable cause, and the corrective actions taken to prevent recurrence.

3.2 Shipment of Empty Transportation Casks

Except prior to first use, the shipment of all empty transportation casks shall comply with the requirements of 49 CFR Part 173.427. Escort and security requirements, advance shipment notifications, continuous position tracking, and en route inspections are not applicable to the shipment of empty transportation casks.

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Section D

**PACKAGING, HANDLING AND MARKING AND
SHIPPING INSTRUCTIONS
FOR
EQUIPMENT AND OTHER DELIVERABLES**

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION D

PACKAGING, HANDLING AND MARKING, AND SHIPPING INSTRUCTIONS FOR EQUIPMENT AND OTHER DELIVERABLES

The packaging and marking instructions provided herein only apply to equipment and other deliverables identified in Section F, Appendix 1, *Contract Data Requirements List*.

1. PACKAGING

Packaging, preservation, and packing for shipment and storage of all deliverables required herein shall be in accordance with the RSC's approved Quality Assurance Plan, where applicable, or good commercial practices to ensure acceptance by common carrier at the most economical rates and to ensure safe and damage free transportation to the delivery point specified by the Contracting Officer. The RSC shall provide all packing, crating, blocking, restraining, covering and preserving materials, packing and packaging services and handling services for shipment of deliverables from point of origin. The RSC shall include inside each package a shipping list that lists the contents of the package and includes identification of the shipper, shipping organization; individual to receive the container, receiver's address, contract number with CLIN(s) and CLIN description(s) to include the numbers of pieces, parts, copies or items for each CLIN in the package and a statement that the delivery fully or partially completes the contract requirement. Costs for packaging, preservation, and packing are to the account of the RSC.

2. HANDLING AND MARKING

All delivery packages and containers shall be clearly marked in accordance with the approved Quality Assurance Plan to identify special handling instructions, special storage requirements, and special instructions for removal of packing and packaging where required. Additionally, each shipping container shall be clearly marked on the outside of the package or container to identify shipper, shipping organization; individual to receive the container, receiver's address and contract number with CLIN(s) and CLIN titles(s) for each item in the container.

3. SHIPPING

The RSC is responsible for all arrangements for shipment of all deliverables to include costs of shipping and any pickup or delivery charges.

4. SHIPPING NOTIFICATION

For purposes of delivery of all deliverables, except recurring reports under management documents and CLINs and those items shipped by regular U.S. Mail, courier service, or express mail, the RSC shall notify OCRWM and the Federal Facility Operator (for equipment for the Federal Facility) of the shipping dates and expected delivery dates ten (10) working days prior to expected shipment. Similarly, the RSC shall notify the receiving Purchaser of equipment shipments to the Purchaser's site.

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Section E

**INSPECTION AND ACCEPTANCE
FOR
EQUIPMENT AND OTHER DELIVERABLES**

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SECTION E
INSPECTION AND ACCEPTANCE
FOR
EQUIPMENT AND OTHER DELIVERABLES

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SECTION E

**INSPECTION AND ACCEPTANCE
FOR
EQUIPMENT AND OTHER DELIVERABLES**

The inspection and acceptance instructions provided herein only apply to equipment and other deliverables identified in Section F, Appendix 1, *Deliveries or Performance*.

1. PHASE A DELIVERABLES

Deliverables for Phase A are identified in Section 1 of Appendix 1 of Section F, *Deliveries or Performance*. Acceptance will occur when all the deliverables required for Phase A are determined by the Contracting Officer or the Contracting Officer's authorized representative to have been provided in accordance with the terms and conditions of this Contract.

2. PHASE B DELIVERABLES

Deliverables for Phase B are identified in Section 2 of Appendix 1 of Section F, *Deliveries or Performance*. Acceptance will occur when each of the deliverables required by Phase B are determined by the Contracting Officer or the Contracting Officer's authorized representative to have been provided in accordance with the terms and conditions of this Contract.

For all equipment delivered to the Federal Facility Operator, the acceptance will be performed in accordance with Section C, *Statement of Work*, Subsection 2.3.1.1.d, that identifies the documentation, tests, inspections, demonstrations and analyses required for the equipment.

3. PHASE C DELIVERABLES

For all equipment delivered to the Federal Facility Operator, the acceptance will be performed in accordance with Section C, *Statement of Work*, Subsection 2.3.1.1.d, that identifies the documentation, tests, inspections, demonstrations and analyses required for the equipment delivered.

At the end of the contract, the RSC shall deliver all Transportation Equipment and Purchaser Support Equipment to DOE in accordance with Section 2.4.2 of Section C, *Statement of Work* in a clean and useable condition. The RSC must provide objective evidence that the equipment conforms to the requirements of the applicable certificates and the material condition of the equipment has been demonstrated that it is suitable and safe for use.

4. DEFINITION OF TERMS

The terms used in the Equipment Acceptance Plan are defined as follows.

4.1 ANALYSIS

An analysis is a set of engineering or scientific calculations that demonstrate that a product meets or exceeds a specification requirement. These calculations are typically based upon available data and assumptions regarding design, fabrication, operating conditions or materials. Analysis is required to identify conditions or assumptions that might limit validity of a design or integrity of an item and to identify specific documentation or measurements made during design, fabrication, or operation to ensure validity (structural integrity, waste loading, container materials, etc.). Analyses shall be conducted and documented in sufficient detail that a knowledgeable technical person can review and concur in their accuracy and validity. Evidence of an independent review for each analysis shall be provided. An analysis will be considered to demonstrate compliance with specification requirements when: a) it has been approved by the responsible RSC manager; and b) when the conditions for validity or assumptions have been verified by independent means (e.g., operating records, SNF records, raw material certifications, etc).

4.2 DEMONSTRATION

A demonstration is the proof-of-principle of a specimen, article, or process test used to verify its conformance to the conditions of an analysis or product specification. Demonstrations are conducted where analysis is insufficient to provide proof-of-product acceptability or where analysis indicates the need for verification of assumptions (e.g., waste loading, explosivity, scale-up, process control). Demonstration reports shall identify: a) the demonstration being conducted; b) the limits of the demonstration's validity; and c) those inspections or tests that will be conducted during operations to verify that the demonstration results are still applicable to the product being produced. Demonstrations to be performed by the RSC are identified in the Equipment Acceptance Plan, Section C, *Statement of Work*, Subsection 2.3.1.1.d to be provided by the RSC. A demonstration will constitute verification of compliance with a specification requirement when: a) it has been approved by the responsible RSC manager; and b) when the conditions for validity or assumptions have been verified by independent means (e.g., operating records, SNF records, raw material certifications, etc) during operation.

4.3 INSPECTION

Inspection is a non-destructive examination or measurement of a product characteristic that verifies compliance with product specifications. Inspections are conducted when product characteristics can be easily verified by direct measurement (weight, dimensions, labeling, external temperature, etc.) or where the results of the calculations leave some doubt as to satisfaction of

the product requirements.

4.4 TEST

A test is the evaluation of a product characteristic in which representative samples are destructively examined or measured to verify compliance with product specifications. Tests are typically conducted where product characteristics cannot be readily verified by inspections, or where an inspection by itself, does not provide adequate verification of compliance (e.g., structural performance, shielding or thermal performance, chemical composition, radionuclide release rate etc.).

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Section F

DELIVERIES OR PERFORMANCE

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SECTION F**DELIVERIES OR PERFORMANCE****1. PERIOD OF PERFORMANCE**

The period of performance of the Contract is approximately sixteen and a half years, including approximately nine months for DOE evaluation of Phase A deliverables and authorization of the RSC(s) to perform Phase B workscope. Phase A is two years of planning, Phase B is four years of mobilization and acquisition and is followed by ten years of management of Phase C waste acceptance and transportation operations. The Contract Data Requirements List (CDRL) is provided as Appendix 1 to this Section.

2. CONTRACT LINE ITEMS

CLIN	Title	Period of Performance		Delivery Location
		From	To	
0001 - 0004	Plans and associated data for Servicing Regions 1 through 4	Date of Contract award	24 months from date of Contract award	Contracting Officer
0005	Federal Facility Support Equipment	As specified in the RSC Regional Servicing Plan		Federal Facility
0006	Communications and Outreach Supplemental Support	Specified in task order		Specified in task order
0007	Engineering Support Services	Specified in task order		Specified in task order
0008	Phase B Equipment Acquisition and Mobilization	Throughout Phase B		Various
0009	Option for TRANSCOM Equipment and Training	Year B-2 thru Contract term		Various
0010-0020	Reserved	N/A	N/A	N/A
0021-0104	Waste Acceptance & Transportation Services	As specified in the RSC Regional Servicing Plan		Federal Facility

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Section F

Appendix 1

CONTRACT DATA REQUIREMENTS LIST

Draft RFP Number: DE-RP01-98RW00320

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APPENDIX 1

CONTRACT DATA REQUIREMENTS LIST

LEGEND (for this Appendix only)

A	Approval
AR	As Required (See Section 2.2.1 of Section C, <i>Statement of Work</i>)
A+___	After Start of Phase A (Months)
B+___	After Start of Phase B (Months)
CO	Contracting Officer
D	DOE Procurement Operations
FFO	Federal Facility Operator
I	For Information Only
Mon	Monthly
N/A	Not Applicable
O	OCRWM
P	Product Acceptance
PDD-___	Prior to Delivery Date (Months)
PRSP	Per Regional Servicing Plan
PTSW-___	Prior To Start of Work(Months)
Q	Quarterly
TBD	To Be Determined

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SECTION 1. PHASE A Deliverables							
Item No.	Description of Deliverable	SOW Reference	Quantity	Frequency	Action Required	Action Party	Point of Delivery
A-1	Management Plan	2.2.2	10 copies	A+21	P	O	CO
A-2	Procurement Plan	2.2.4	10 copies	A+24	P	O	CO
A-3	Purchaser Site Servicing Plans	2.2.5	10 copies	A+24	P	O	CO
A-4	Regional Servicing Plan	2.2.6	10 copies	A+24	P	O	CO
A-5	Transportation Plan	2.2.7	10 copies	A+24	P	O	CO
A-6	Communications and Outreach Plan	2.2.8	10 copies	A+24	P	O	CO
A-7	Emergency Response Plan	2.2.9	10 copies	A+24	P	O	CO
A-8	Controlled Copy of NRC-Approved QA Program	2.2.10.1	5 copies	A+24	P	O	CO
A-9	Controlled Copy of QA Procedures	2.2.10.1	5 copies	A+24	P	O	CO
A-10	Copy of NRC QA Program Approval	2.2.10.1	5 copies	A+24	P	O	CO
A-11	Controlled Copy of QA Plan	2.2.10.2	5 copies	A+24	P	O	CO
A-12	Report on Environmental Data and Analyses	2.2.11	5 copies	A+24	P	O	CO
A-13	Business and Finance Plan	2.2.12	5 copies	A+24	P	O	CO
A-14	Phase B/C Firm Fixed Price Proposal	2.2.13	10 copies	A+24	P	O	CO
A-15	Copies of Insurance and Bonds	RFP Sec. H.11	3 copies	A+24	P	CO	CO

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SECTION 2. PHASE B Deliverables							
Item No.	Description of Deliverable	SOW Reference	Quantity	Frequency	Action Required	Action Party	Point of Delivery
B-1	Management Plan	2.3.1.1.b	10 copies	B+6 & AR	P	O	CO
B-2	Management Reports and Schedules	2.3.1.1.b	10 copies	Mon & AR	P	D/O	CO
B-3	Management Reviews	2.3.1.1.b	N/A	Q	P	D/O	CO
B-4	Procurement Plan	2.3.1.1.b	10 copies	B+6 & AR	P	O	CO
B-5	Purchaser Site Servicing Plans	2.3.1.1.e	10 copies	AR	P	O	CO
B-6	Regional Servicing Plan	2.3.1.1.f	10 copies	B+6 & AR	P	O	CO
B-7	Transportation Plan	2.3.1.1.f	10 copies	B+36 & AR	P	O	CO
B-8	Communications and Outreach Plan	2.3.1.1.g	10 copies	B+36 & AR	P	O	CO
B-9	Emergency Response Plan	2.3.1.1.h	10 copies	B+36 & AR	P	O	CO
B-10	Controlled Copies of QA Program Changes	2.3.1.1.c	5 copies	AR	A	O	CO
B-11	Controlled Copies of QA Plan Changes	2.3.1.1.c	5 copies	AR	A	O	CO
B-12	Proof of Subcontractor QA Programs/Plans Compliance	2.3.1.1.c	5 copies	PTSW-3	P	O	CO
B-13	Quarterly Schedule and Operating Review Meetings	2.3.1.1.a	TBD	Q	P	O	N/A
B-14	Communications and Coordination Meetings	2.3.1.6	TBD	Q & AR	P	O	N/A
B-15	Equipment Acceptance Plan	2.3.1.1.d	10 copies	PDD-6	A	O	CO

SECTION 2. PHASE B Deliverables (Continued)							
Item No.	Description of Deliverable	SOW Reference	Quantity	Frequency	Action Required	Action Party	Point of Delivery
B-16	Equipment Data Packages	2.3.1.2.b, 2.4.3	10	AR	P	CO	CO/FFO
B-17	Copies of Changes in Insurance and Bonds	RFP Sec. H.11	3	AR	I	CO	CO
B-18	Design Reports	2.3.1.4.2	10	B+12 & AR	P	O	CO
B-19	Readiness Review Document	2.3.1.5	3	B+36	I	CO	CO

SECTION 3. PHASE C Deliverables							
Item No.	Description of Deliverable	SOW Reference	Quantity	Frequency	Action Required	Action Party	Point of Delivery
C-1	Spent Nuclear Fuel Data Packages	2.4	1 per cask	AR	P	FFO	FFO

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Section G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

1. CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this Contract shall include the Contract number and shall be subject to the following procedures:

1.1 Technical Correspondence

Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract) shall be addressed to the U.S. Department of Energy (DOE) Contracting Officer's Representative (COR), with an information copy addressed to the DOE Contracting Officer.

1.2 Other Correspondence

All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

2. CONTRACT ADMINISTRATION

The DOE Contracting Officer's address is:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

3. BILLING INSTRUCTIONS

3.1 Submittal Address

The RSC shall submit the original and three copies of invoices or vouchers in accordance with the payments provision of this Contract to the following address:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

3.2 Submittal Instructions

The Contractor shall submit invoices in accordance with the Billing Instructions, which will be provided at time of award of a Contract, and other applicable clauses of this document.

4. DOE PROPERTY ADMINISTRATION

For purposes of administration of DOE property the point of contact is:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

5. CONTRACT AUTHORITY

5.1 Unauthorized Orders

No order, statement, or conduct of DOE personnel, who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this Contract, shall constitute a change under the *Changes* Clause (FAR 52.243-1) of this Contract.

5.2 Contracting Officer's Written Direction

The Contractor shall not comply with any order, direction or request of DOE personnel or Civilian Radioactive Waste Management System personnel unless it is issued in writing and signed by the Contracting Officer or Contracting Officer's designated representative pursuant to specific authority otherwise included as a part of this Contract.

5.3 Representation

The Contractor shall not represent DOE in any communications or contact with stakeholders, regulators, or any third party unless written approval has been obtained from DOE. This

limitation does not restrict the Contractor from working with regulators and stakeholders to discuss issues associated with the Contractor's work such as negotiation of permits.

5.4 Notification

The Contractor shall notify the Contracting Officer orally within twenty-four hours, and, if requested by the Contracting Officer, in writing within five calendar days from the date the Contractor receives, from any person other than the Contracting Officer, any written or oral communication which can reasonably be construed as:

- A. Authorizing a change or waiver of any Contract provision or requirement;
- B. Providing an interpretation of any Contract provision or requirement; or
- C. Constituting a recommendation, advice or direction.

On the basis of the most accurate information available to the Contractor, the oral and written notice specified in 5.4.A through 5.4.C above, shall:

- D. State the name and, if known, the employer and function of the person making the communication;
- E. Identify any documents and state the substance of any oral communication involved;
- F. State the name and title of the contracting official or employee involved in or knowledgeable of the matter; and
- G. Provide any other information available such as dates, circumstances, and reasons for the communication.

6. MODIFICATION AUTHORITY

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of DOE authorized to:

- A. Accept non-conforming work;
- B. Waive any requirement of this Contract; or
- C. Modify any term or condition of this Contract.

7. REPRESENTATIONS AND CERTIFICATIONS

Representations, Certifications, and Other Statements of Offerors completed as Section K of the Solicitation leading to the award of this Contract, dated _____ are hereby incorporated into this Contract by reference.

8. DELIVERY DESTINATION FOR CONTRACT DELIVERABLES

In accordance with the deliverables identified in Appendix 1 to Section F, *Deliveries or Performance*, the following delivery points apply:

Contracting Officer:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

Federal Facility Operator:

TBD

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Department of Energy

Office of Civilian Radioactive Waste Management

DRAFT

Section H

SPECIAL CONTRACT REQUIREMENTS

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Description of Contract

This is a three phase Contract to acquire Spent Nuclear Fuel (SNF) waste acceptance and transportation services. The Contractor will be selected based on demonstrating the requisite technical, business, and financial capability to perform all three phases. Phase A is a firm-fixed price effort to establish the technical, operational, regulatory, financial, and planning elements required to provide waste acceptance and transportation services. Based upon evaluation of the Contractor's Phase A deliverables, the Contracting Officer will determine whether to authorize the Contractor to proceed to perform Phase B. Phase B work, which would begin approximately 33 months after the award of Phase A, includes equipment acquisition and mobilization necessary to begin waste acceptance and transportation of SNF. Upon DOE authorization, the Contractor will proceed to Phase C. Authorization to proceed to Phase C is dependent on establishment of SNF receiving capability at the Federal Facility. Phase C work consists of waste acceptance and transportation of SNF to the Federal Facility.

H.2 Obligation of Funds

- a. The amount of funds presently obligated to this Contract with respect to the work covered by Phase A is \$ TBD.
- b. The amount of funds presently obligated to this Contract with respect to the work covered by Phase B is \$ TBD.
- c. The amount of funds presently obligated to this Contract with respect to the work covered by Phase C is \$ TBD.
- d. Phases B and C of this Contract will be incrementally funded. Such funds may be unilaterally increased by the DOE by written notice to the Contractor, and may be decreased by written agreement of the parties.
 1. DOE's obligation to make payment under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be legally made. No legal liability on the part of DOE for any payment, termination liability, or other contractual requirement may arise from performance under this Contract unless, and until, funds are made available and obligated to this Contract and until the Contractor receives notice of such availability in writing from the Contracting Officer.
 - 2) DOE shall use its best efforts to obligate funds to the Contract after

Congressional authorization and appropriation, and DOE receives the allotment. DOE intends to obligate funds to the Contract incrementally as necessary to meet or exceed any payment requirements in Phases B and C and settlement costs for Termination for Convenience liability. Accordingly, the Contractor shall provide to DOE, on a semi-annual basis (at the beginning and mid-way through the Government fiscal year), an estimate of the funds necessary to be obligated to the Contract in the event of a Termination for Convenience by the Government during the current fiscal year or the succeeding fiscal year. In connection with said estimates the Contractor shall furnish to DOE supporting information in such form and content as may be required by the Contracting Officer. Nothing in this Contract shall be construed to bind or otherwise obligate the Congress to appropriate funds.

- 3) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the payments due from DOE under this Contract in the next 60 days, when added to all payments previously made and the amount that the Contractor estimates would be due in the event of a Termination for Convenience, will, in the event of a Termination for Convenience, result in an amount to be due from DOE which exceeds the amount obligated under this Contract pursuant to this Clause (H.2). Such notice shall, as a minimum, identify 1) payments made to date; 2) nature and amount of expected payments to the point of exceeding amounts obligated; and 3) payments for the remaining portion of DOE's fiscal year.
- 4) In the event that DOE does not obligate sufficient funds for continued Contractor performance during Phases B and C, the Contractor shall have no further obligation to continue performance and the continuance of such performance shall be at the Contractor's own risk. DOE will notify the Contractor, within a reasonable time, of its intentions and expectations regarding further obligation of funds; provided, however, that a delay in obligating additional funds for performance of more than 120 days from receipt of such notice (or such other period as may be mutually agreed upon) will result in a Termination for Convenience.
- 5) If, solely by reason of failure of DOE to obligate additional funds in amounts sufficient for timely performance of the Contract, the Contractor incurs additional costs or is delayed in the performance of the work under this Contract and if additional funds are subsequently obligated, an equitable adjustment may be made in the Contract price, or in the time of delivery, or both. Disagreement between the parties, pursuant to this subparagraph (d), will be a dispute within the meaning of the clause herein entitled "Disputes."

H.3 Payments for Completed Work

Under no circumstances will the Government require the Contractor to make, or pay the Contractor for, any Purchaser site improvements under this Contract. DOE will pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this Contract for completed work in accordance with the following:

Phase A

For Phase A CLINs, a single payment in the amount set forth in Section B.4, *Supplies/Services and Prices/Rates*, in accordance with FAR 52.232-1 Payments (APR 84) after Government acceptance of all Phase A deliverables, as stated in Section E, *Inspection and Acceptance for Equipment and Other Deliverables*, at the delivery site designated in Appendix 1 to Section F, *Deliveries or Performance*.

Phase B

- a. Payment for the Federal Facility Support Equipment, CLIN 0005, in the amount set forth in Section B, *Supplies or Services and Prices*, will be made in accordance with FAR 52.232-1 Payments (APR 84) after Government acceptance, as stated in Section E, *Inspection and Acceptance for Equipment and Other Deliverables*, at the delivery site designated in Section F, *Deliveries or Performance*.
- b. Payment for TRANSCOM Equipment and Training, CLIN 0009, will be made in accordance with H.24, *TRANSCOM Purchase Option* and FAR 52.232-1 Payments (APR 84) after acceptance by the organization receiving the training. Payments for other CLINS (TBD).

Phase C (TBD)

H.4 Economic Price Adjustments

- a. The fixed rates for Phase C delivery of SNF, the labor rate for transportation and communication and outreach activities for hours required above the Core Hours described in Section H.7, *Communication and Outreach Core Hours*, and prices for Transportation, Purchaser and Federal Facility Support, and Other Operational Equipment, as defined in Section C, Appendix 6, *Equipment List* (hereinafter called Equipment) provided as deliverables in Phase A are effective as of the date the Phase A deliverables are received by the DOE. Accordingly, the fixed rates, labor rates, and Equipment prices may require prospective economic price adjustment (EPA) on an annual basis using DOE operating expense and defense programs price change indices as the basis for adjustment. Years B₁ through B₄

shall not be subject to the EPA, while years B₅ and beyond will be subject to the EPA (see Section C, Appendix C-5, Section 3.0). The specific procedures and formulas to be used for adjustment of each of the rates or prices are described below.

b. Source of Index Values

The indices to be used are from DOE's Office of Project and Fixed Assets Management (OPFAM). Two indices are employed. The first, covering the fixed rates of adjustment for Phase C rates and labor rates, is DOE's Operating Expense Index (OEI). The second index, covering Equipment, is DOE's Defense Programs and General Construction Index (DPGCI). The index values are published by OPFAM in January of each year. As of May 1998, the index values were available on the web site at <http://www.fm.doe.gov/fm-20/escal.htm>.

c. Fixed Rate Adjustment

The fixed rates for delivery of SNF from each Purchaser site to the Federal Facility during Phase C may be adjusted in October of each year using the DOE OEI as follows: .

$$P_n = P_0 (C + (1 - C)(OEI_n / OEI_o))$$

Where

P_n = rate for year n of Phase C

P₀ = fixed rate provided as a Phase A deliverable

C = fraction of fixed rate P₀ that represents capital and related costs

1 - C = fraction of fixed rate P₀ that represents all other operating costs

OEI₀ = value of the DOE Operating Expense Index for the base period which shall be (TBD)

OEI_n = value of the DOE Operating Expense Index for year n of Phase C; these will be the final values of year n of Phase C. For years beyond those published in the DOE Operating Expense index, the average of the change in the last three years of the index will be used to calculate the index value.

Note that although the same indices apply to every site, the adjustment may be different depending on the differing proportions of the cost components.

d. Labor Rate Adjustment

The labor rates for DOE requested hours and for engineering support may be adjusted in October of each year using the DOE OEI as follows:

$$LR_n = LR_o \left(\frac{OEI_n}{OEI_o} \right)$$

Where

LR_o = labor rate provided as a Phase A deliverable

LR_n = labor rate for year n

OEI_o = value of the Operating Expense Index for the base period

OEI_n = value of the Operating Expense Index for year n. These will be the final values for the beginning of year n. For years beyond those published in the DOE Operating Expense Index, the average of the last three years of the index will be used to calculate the index value.

e. Equipment Price Adjustment

The prices for the Equipment may be p adjusted in October of each year as follows:

$$EQ_n = EQ_o \left(\frac{DPGCI_n}{DPGCI_o} \right)$$

Where

EQ_n = equipment price for year n of the contract with n = 1 being the first year of Phase B

EQ_o = equipment price provided as a Phase A deliverable

$DPGCI_o$ = value of the DOE's DPGCI for the base period which shall be (TBD)

$DPGCI_n$ = value of the DOE's DPGCI for the October preceding year n of the contract. For years beyond those published in the DOE 's DPGCI, the average of the change in the last three years of the index will be used to calculate the index value.

f. Change of Indices

The Contractor agrees that, in the event that any of the indices used herein are discontinued, negotiations will be conducted to select an alternate published index as nearly identical in scope and content as possible to the original index.

H.5 Authorization to Proceed

- a. At the conclusion of the period of performance for Phase A work, DOE will take approximately nine months to evaluate the Phase A deliverables and to determine whether to authorize the Contractor to proceed to perform Phase B work as specified in Section C, *Statement of Work*. Nothing in this Contract shall obligate DOE to authorize the Contractor to perform work for Phases B or C of this Contract.
- b. If DOE authorizes the Contractor to proceed with the performance of Phase B work and so notifies the Contractor in writing, the Contractor shall commence performance of the Phase B work scope in accordance with the notice and diligently perform the work in accordance with this Contract.
- c. The failure of DOE to authorize the Contractor to proceed beyond Phase A shall not be deemed a breach of Contract or a termination for the convenience of the government. The Contractor's only entitlement shall be to receive payment of the Contract price for CLIN(s) 0001 through 0004, as applicable, upon delivery and acceptance of all Phase A deliverables. Failure to authorize a Contractor to proceed beyond Phase A shall not be subject to protest before DOE or the General Accounting Office or be subject to the Disputes Clause.
- d. DOE anticipates authorizing the Contractor to proceed with the commencement of Phase C work approximately four years after the commencement of Phase B work.

H.6 Other Government Contractors

- a. The Government may undertake to award other contracts for additional work related to DOE's mission to transport SNF from Purchaser sites to the Federal Facility. DOE anticipates that such contracts may include contracts with other contractors to perform services similar to the services required under this Contract as well as a contract with the Federal Facility Operator. The Contractor shall cooperate fully with the other contractors and with Government employees and shall carefully adapt the scheduling and performance of the work under the Contract to accommodate the work of the other contractors, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit an act which will interfere with the performance of any other contractor

or by Government employees, unless specifically required to do so by this Contract or directed to do so by the Contract Officer.

- b. Should such other contractors interfere with the Contractor's performance, the Contractor will promptly inform the Contracting Officer and take appropriate action to mitigate such interference. If the Contract is materially impacted by the interference, the Contractor may submit a proposal for an equitable adjustment under the changes clause (FAR 52.243-1(c)).

H.7 Communications and Outreach Core Hours

CLIN 0008 includes costs associated with 97,760 Core Hours for communications and outreach activities as described in Section 2.2.8 of Section C, *Statement of Work*. If at any time the Contractor believes that performance of the Contract will require additional communications and outreach effort beyond the Core Hours, the Contractor shall notify the Contracting Officer. In any event, the Contractor is required to track and account for the Core Hours and notify the Contracting Officer when 80% of these hours have been expended. When the entire Core Hours have been expended, the Government may issue orders for Communications and Outreach Supplemental Support in accordance with CLIN 0006 and Section H.21, *Ordering Procedure*.

H.8 Availability of Government-Furnished Property and Information

DOE will provide the Government-furnished property that is specified in Attachment TBD to Section J. Unless identified in the Contract as Government-furnished property and information, the Contractor shall provide all materials and supplies and information necessary to perform the work as specified in the Contract. All such materials and supplies must be compatible and operate safely with the systems and equipment of DOE, the Purchasers, and the Federal Facility.

H.9 Reserved

H.10 Permits, Authorizations, Licenses and Approvals

- a. The Contractor shall, without additional expense to the Government, be solely responsible for obtaining in its own name, where permitted by law, all permits, authorizations, licenses and approvals from Federal, State, Tribal and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract, and for complying with the requirements of such permits, authorizations, licenses and approvals. Copies of all applications and notifications to regulatory agencies shall be provided to DOE at the same time they are provided to the regulatory agencies.
- b. The Contractor shall indemnify, defend and hold harmless, DOE and its employees, officers, and agents from any costs (including any legal costs), claims (including

third-party claims for damage to persons or property), demands, fines, or penalties, or liability of any kind incurred by or imputed to the Contractor arising from or related to any failure of the Contractor to comply with applicable permits, authorizations, licenses and approvals or regulatory requirements, except for claims for which DOE has accepted liability under this Contract.

- c. The Contractor shall provide to DOE copies of all permits, authorizations, licenses and approvals issued to the Contractor. DOE shall, upon request, make available to the Contractor copies of all permits, authorizations, licenses and approvals to DOE that the Contractor may need to comply with applicable law.
- d. In the event of termination or expiration of this Contract, DOE may require the Contractor to take all necessary steps to transfer without cost to DOE some, or all, permits, authorizations, licenses and approvals, including NRC Certificates of Compliance, held by the Contractor. DOE will assume responsibility for such permits, authorizations, licenses and approvals with the approval of the issuing agency. The Contractor shall be relieved of all future liability and responsibility that results from acts or omissions of a successor contractor or DOE arising from, or related to, any transferred permits, authorizations, licenses or approvals; provided, however, that after such transfer(s) the Contractor shall remain liable and responsible for Contract related acts or omissions by the Contractor arising from, or related to, the permits, authorizations, licenses or approvals held by the Contractor prior to transfer.
- e. In connection with any necessary permits or licenses needed to enable the Contractor to perform this Contract the Contractor will timely furnish, as required, proprietary data.

H.11 Insurance - Indemnification by Contractor

- a. At all times during Contract performance, the Contractor shall maintain insurance coverage required by law and the schedule contained in Attachment 5 of Section J, *List of Documents, Exhibits, and Other Attachments*, Contractor Required Insurance, of this Contract. This list includes the minimum insurance the Contractor must maintain during Contract performance and does not represent an inclusive list of the insurance the Contractor may need to fulfill its obligations under the Contract. The Contractor shall submit to the Contracting Officer copies of all required insurance policies before commencing the work covered by the insurance policies .
- b. The required insurance policies shall name DOE as an additional insured party, and shall waive any subrogation rights against the Government. The required insurance shall cover losses for claims made after the completion date of this Contract where

the acts or omissions giving rise to the claims occurred during Contract performance.

- c. Except as otherwise provided in this Contract, the Contractor shall indemnify, defend and hold harmless, the DOE and its employees, officers, and agents from any costs (including any legal costs), claims (including third-party claims for damage to persons or property), demands, fines, or penalties, or liability of any kind incurred by or imputed to the Contractor arising from or related to the Contractor's performance of this Contract.
- d. To the extent necessary to effectuate the foregoing indemnification obligation, the Contractor specifically waives any and all immunity provided by any industrial insurance or workers' compensation act or similar law and agrees to release, indemnify, and save harmless the United States from liability for any action brought by or on behalf of the Contractor's own employees or agents or the agents or employees of any of the Contractor's subcontractors at any tier.

H.12 Notification of Litigation and Claims

- a. The Contractor shall notify DOE of initiation by the Contractor of litigation against third parties, including proceedings before administrative agencies, related to or arising out of the performance of this Contract.
- b. The Contractor shall give the Contracting Officer prompt notice in writing of any action, including any proceeding before any administrative agency, filed against the Contract related to or arising out of the performance of the Contract. Except as otherwise directed by the Contracting Officer in writing, the Contractor shall furnish promptly to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action.
- c. Notices provided by the Contractor under this clause (H.12) will not provide any basis for DOE to become a party to any litigation or claim initiated by the Contractor.

H.13 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines and Penalties

- a. The Contractor shall accept in its own name all responsibility and liability for notices of violations (NOVs) or alleged violations (NOAVs) and fines and penalties issued by Federal, State, Tribal or local regulators resulting from the Contractor's performance under this Contract.

- b. The Contractor may conduct negotiations with regulators regarding NOV's/NOAV's, fines and penalties; provided, however, that the Contractor shall not make any commitments or offers to regulators which would bind DOE in any form or fashion, including monetary obligations, without receiving written concurrence from the Contracting Officer prior to making any such offers/commitments.
- c. In the event that a regulatory agency assesses a monetary fine against DOE due to Contractor activities arising from or related to the Contractor's performance under this Contract, the Contractor shall reimburse DOE for the amount of the fine and all other associated costs.

H.14 Termination Settlement.

- a. In the event of Termination for Convenience, DOE will follow the procedures outlined in FAR 52.249-2, Termination for Convenience of the Government, Fixed Price, (September, 1996). Allowable costs under this clause will be governed by FAR 31.2 -- Contracts with Commercial Organizations.
- b. Rights and responsibilities of the parties, in addition to those set forth in the Termination for Convenience Clause in Section I, *Contract Clauses*, are specified in this Section H.14 to effect a termination settlement.
- c. DOE's maximum liability under a Termination for Convenience shall not exceed the amount of funds obligated under Section H.2, *Obligation of Funds*.
- d. In the event of a Termination for Convenience, DOE may take possession of all data, including the Contractor's data and data obtained from subcontractors, licensors and licensees necessary to perform the Contract pursuant to and subject to FAR 52.227-14, Rights in Data General (June 1987).

H.15 Assignment of Contract

Neither this Contract or any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Contracting Officer.

H.16 Transfer of Title to Spent Nuclear Fuel

Title to the SNF shall vest in the Government at the time of delivery of the SNF to the Contractor. For the purposes of this clause, delivery shall mean the transfer of custody, free on board (f.o.b). Contractor carrier, of SNF from Purchaser to the Contractor at the Purchaser's site or such other domestic site as may be designated by the Purchaser and approved by DOE.

H.17 Performance Guarantee

The Contractor's parent organization(s) must provide the performance guarantee as set forth in Attachment 7 of Section J, *List of Documents, Exhibits, and Other Attachments*, of this Contract.

H.18 Laws, Regulations and DOE Directives

- a. The Contractor shall comply with the requirements of applicable Federal, State, Tribal, and local laws and regulations (including DOE regulations) in performance of work under this Contract unless relief has been granted in writing by the appropriate regulatory agency.
- b. The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Subsection 1.1, List of Applicable Directives ("List"), of Attachment 1 to Section J, *List of Proposal References*. The Contracting Officer may, at any time, revise the List by unilateral modification to the Contract to add, modify, or delete specific requirements. Prior to revising the List, the Contracting Officer shall notify the Contractor of DOE's intent to revise the List and provide the Contractor an opportunity to assess the effect of the Contractor's compliance with the revised List on the Contract cost and funding, technical performance and schedule, and identify any potential inconsistencies between the proposed revised List and the other terms and conditions of the Contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the proposed revised List. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the List and so advise the Contractor not later than 30 days prior to the effective date of the Lists revision. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other Contract terms and conditions, including cost and schedule, associated with the revision of the List pursuant to the clause entitled 'Changes' of this Contract.
- c. The Contractor is responsible for the flow down of applicable provisions to subcontracts at any tier to which the Contractor determines such requirements apply.

H.19 Special Contractual Delays (TBD)

H.20 Contractor Award Program

At the conclusion of each evaluation period as described below, the Contractor will be eligible for a Contractor performance award. The procedures for determining the amount of the award are as

follows:

- a. DOE shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of all requirements in the evaluation period, and determine whether or not the Contractor is entitled to a performance award and, if applicable, the total performance award earned.
- b. The Award Determination Official (ADO) will be TBD. The Contractor agrees that the determination as to the total performance award earned shall be made by the ADO; shall be binding on both parties and shall not be subject to appeal under the Disputes clause or any other clause of this Contract.
- c. The evaluation of Contractor performance shall be based on the evaluation criteria described below, and the specific requirements established by DOE in writing at the beginning of each evaluation period. While it is recognized that the basis for determination of the performance award shall be the evaluation by DOE of those criteria, the ADO may also consider any information available to him or her which relates to the Contractor's performance of all other Contract requirements.
- d. Following each evaluation period, the Contractor shall submit a self-assessment within ten (10) calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period relative to the evaluation criteria. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The ADO will review the Contractor's self-assessment as part of his or her evaluation of the Contractor's management during the period; however, the self-assessment itself will not be the basis for the performance award determination.
- e. The ADO shall issue the amount earned determination within sixty (60) calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment or seventy (70) calendar days after the end of the evaluation period, whichever is later. At the sole discretion of DOE, unearned performance award amounts may be carried over from one evaluation period to the next.

Prior to the start of an evaluation period, DOE shall establish the specific requirements which will be evaluated and the allocation of award to each requirement. DOE from within the evaluation criteria listed below shall establish the specific requirements upon which the determination of the total performance incentive amount earned shall be based.

- Avoidance of delays: This criterion evaluates the Contractor's ability to effectively implement steps necessary to avoid delays of SNF shipments.

Particular emphasis will be given to the Contractor's demonstrated ability to resolve issues before they escalate into major problems affecting the performance of the Contract and other scheduled activities.

- Cooperation with Purchasers: This criterion evaluates the Contractor's ability to coordinate effectively with Purchasers in determining schedules for waste acceptance and implementing the transport of SNF from the Purchasers' sites. Consideration will be given to the Contractor's ability to mitigate any problems that may occur and, if necessary, work around potentially unresolved issues.

- Outreach: This criterion evaluates the Contractor's ability to effectively communicate with and provide information to participating State, Tribal and local government officials including regional cooperative groups, local civic organizations, the public, the media, other Contractors if applicable, and other DOE program offices. Consideration will be given to the Contractor's performance providing sufficient and timely information to enable all participating parties to be prepared for SNF shipments.

- Safety: This criterion evaluates the Contractor's ability to avoid, mitigate or prevent incidents or events leading to accidents, days lost from work by employees, personal injury of employees, fatalities, etc. Consideration will be given to the Contractor's ability to identify, and mitigate or prevent any problems prior to their occurrence and, if necessary, work around potentially unresolved issues.

H.21 Ordering Procedure

Performance of CLINs 0006 and 0007 under this Contract shall be subject to the following ordering procedure:

- a. The Contractor shall incur costs under this Contract only in the performance of Task Assignments and revisions to Task Assignments issued in accordance with this ordering procedure. No payment will be made for other work performed without the expressed written consent of the Contracting Officer or designee.
- b. From time to time during the period of performance of this Contract, Task Assignments may be issued in writing by the Contracting Officer or designee to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property.

Such Task Assignments will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR Part 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this Contract as well as in the individual Task Assignments.

- c. Task Assignments will be issued on forms specified and provided by DOE. Task Assignments will be numbered. A revision to a Task Assignment will be identified by an alpha designation following the existing Task Assignment number indicating the revision sequence.
- d. The Contractor shall submit within ten (10) calendar days, after receipt of each Task Assignment issued by the Contracting Officer or designee, a Contractor Task Plan on forms specified and provided by DOE. The Task Plan is the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:
 - 1) Date of commencement of work and any necessary revision to the schedule of performance.
 - 2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.
 - 3) The travel and material estimate.
 - 4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
 - 5) Estimated computer use time required, if applicable.
 - 6) Other pertinent information, inter-divisional transfers, etc.
 - 7) The total estimated amount for completion of the Task Assignment.
- e. The Contractor's Task Plan is subject to the review and acceptance of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated amount (more than 10% variance), or level-of-effort (more than 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are also subject to the review of the Contracting Officer.

- f. This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts" or "Obligation of Funds" clauses of the Contract. The Contractor is not authorized to incur costs on Task Assignments which are not in compliance with any of those clauses of the Contract.

H.22 Phase B and C Evaluation Criteria (TBD)

H.23 Shifting of Work to Other Contractors

- a. There may be occasions when the Contractor in one region may not be able to accept, transport and deliver waste to the Federal Facility in a timely manner (e.g., delays, emergencies, etc.) as determined by DOE. In such instances, DOE reserves the right to task and enter into an agreement with a Contractor in another region to accept, transport and deliver SNF from the region of the Contractor who is unable to perform.
- b. Within about ninety (90) days of such occurrences, DOE would require each selected contractor to have approximately 10 percent excess capacity over and above planned, scheduled waste acceptance, transport and delivery of SNF within that region.

H.24 TRANSCOM Purchase Option

CLIN 0009 includes costs associated with procurement and installation of TRANSCOM equipment as well as training of States and Tribes as described in 2.3.1.3 of Section C, Statement of Work. The number of States and Tribes designated by DOE to receive the TRANSCOM equipment and training should be a maximum of 25 for each RSC. For purposes of this RFP a TRANSCOM unit is defined as all equipment and training required for an organization to utilize the TRANSCOM system to track an RSC's shipments.

Performance of CLIN 0009 under this Contract shall be subject to the following ordering procedure:

- a. The Contractor shall incur costs under this Contract only after the Contracting Officer or designee exercises the option for delivery of one or more TRANSCOM units. No payment will be made for other work performed without the expressed written consent of the Contracting Officer or designee.
- b. From time to time during the period of performance of this Contract, the Contracting Officer or designee may order the Contractor to deliver one or more TRANSCOM units to specified State or Tribal organizations. Such order will specify delivery addresses and required delivery dates.

- c. The Contractor shall submit, within ten (10) calendar days after receipt of each order issued by the Contracting Officer or designee, an acknowledgment of the order and a verification that the designated State and/or Tribal organizations have been contacted. The acknowledgment will also include a schedule for delivery of the equipment and performance of the training for each designated organization.
- d. The Contractor shall submit, within ten (10) calendar days after satisfactory completion of the training, a notice to the Contracting Officer or designee, that the equipment has been delivered and the training has been completed. Such notice shall be signed by the organization receiving the equipment and training.

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

1. CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this Contract shall include the Contract number and shall be subject to the following procedures:

1.1 Technical Correspondence

Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract) shall be addressed to the U.S. Department of Energy (DOE) Contracting Officer's Representative (COR), with an information copy addressed to the DOE Contracting Officer.

1.2 Other Correspondence

All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

2. CONTRACT ADMINISTRATION

The DOE Contracting Officer's address is:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

3. BILLING INSTRUCTIONS

3.1 Submittal Address

The RSC shall submit the original and three copies of invoices or vouchers in accordance with the payments provision of this Contract to the following address:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

3.2 Submittal Instructions

The Contractor shall submit invoices in accordance with the Billing Instructions, which will be provided at time of award of a Contract, and other applicable clauses of this document.

4. DOE PROPERTY ADMINISTRATION

For purposes of administration of DOE property the point of contact is:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

5. CONTRACT AUTHORITY

5.1 Unauthorized Orders

No order, statement, or conduct of DOE personnel, who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this Contract, shall constitute a change under the *Changes* Clause (FAR 52.243-1) of this Contract.

5.2 Contracting Officer's Written Direction

The Contractor shall not comply with any order, direction or request of DOE personnel or Civilian Radioactive Waste Management System personnel unless it is issued in writing and signed by the Contracting Officer or Contracting Officer's designated representative pursuant to specific authority otherwise included as a part of this Contract.

5.3 Representation

The Contractor shall not represent DOE in any communications or contact with stakeholders, regulators, or any third party unless written approval has been obtained from DOE. This

limitation does not restrict the Contractor from working with regulators and stakeholders to discuss issues associated with the Contractor's work such as negotiation of permits.

5.4 Notification

The Contractor shall notify the Contracting Officer orally within twenty-four hours, and, if requested by the Contracting Officer, in writing within five calendar days from the date the Contractor receives, from any person other than the Contracting Officer, any written or oral communication which can reasonably be construed as:

- A. Authorizing a change or waiver of any Contract provision or requirement;
- B. Providing an interpretation of any Contract provision or requirement; or
- C. Constituting a recommendation, advice or direction.

On the basis of the most accurate information available to the Contractor, the oral and written notice specified in 5.4.A through 5.4.C above, shall:

- D. State the name and, if known, the employer and function of the person making the communication;
- E. Identify any documents and state the substance of any oral communication involved;
- F. State the name and title of the contracting official or employee involved in or knowledgeable of the matter; and
- G. Provide any other information available such as dates, circumstances, and reasons for the communication.

6. MODIFICATION AUTHORITY

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of DOE authorized to:

- A. Accept non-conforming work;
- B. Waive any requirement of this Contract; or
- C. Modify any term or condition of this Contract.

7. REPRESENTATIONS AND CERTIFICATIONS

Representations, Certifications, and Other Statements of Offerors completed as Section K of the Solicitation leading to the award of this Contract, dated _____ are hereby incorporated into this Contract by reference.

8. DELIVERY DESTINATION FOR CONTRACT DELIVERABLES

In accordance with the deliverables identified in Appendix 1 to Section F, *Deliveries or Performance*, the following delivery points apply:

Contracting Officer:

Contracting Officer
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
U. S. Department of Energy
1000 Independence Avenue, SW
Washington DC, 20585

Federal Facility Operator:

TBD

.

Department of Energy

Office of Civilian Radioactive Waste Management

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Section I

CONTRACT CLAUSES

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION I**CONTRACT CLAUSES****1. FAR AND DEAR REFERENCES**

The following clauses as of September 1998 are incorporated into the Contract:

Table I-1	
Document	Title
DEAR 952.202-1	Definitions (JAN 1997)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to Government (JUL 1995)
FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-8	Cancellation, Recision, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity - Modified (JAN 1997)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
DEAR 952.204-2	Security (SEP 1997)
FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
DEAR 952.204-70	Classification (APR 1984)
DEAR 952.204-74	Foreign Ownership, Control, or Influence Over Contractor (APR 1984)
FAR 52.208-8	Helium Requirement Forecast and Required Sources for Helium (JUN 1997)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-11	Liquidated Damages -- Supplies, Services, or Research and Development (APR 1984)
FAR 52.215-2	Audit and Records - Negotiation (AUG 1996)

Table I-1 continued	
Document	Title
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
FAR 52.215-11	Price Reduction for Defective Cost or Pricing - Modification (OCT 1997)
FAR 52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 1997)
FAR 52.215-14	Integrity of Unit Prices (OCT 1997)
FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (OCT 1997) (Alt. IV OCT 1997)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications (OCT 1997)
FAR 52.216-18	Ordering (OCT 1995)
FAR 52.219-8	Utilization of Small, Small Disadvantaged, and Women Owned Small Business Subcontracting Plan (JUN 1997)
FAR 52.219-16	Liquidated Damages - Small Business Subcontracting Plan (OCT 1995)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-3	Convict Labor (AUG 1996)
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
FAR 52-222-20	Walsh-Healy Public Contracts Act (DEC 1996)
FAR 52.222-26	Equal Opportunity (APR 1984)
FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
FAR 52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
FAR 52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (JAN 1988)
FAR 52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
DEAR 952.222-70	Whistleblower Protection for Contractor Employees (JAN 1993)

Table I-1 continued	
Document	Title
FAR 52.223-2	Clean Air and Water (APR 1984)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data, Alt. I (JUL 1995)
FAR 52.223-6	Drug Free Workplace (JAN 1997)
FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)
FAR 52.223-10	Waste Reduction Program (OCT 1997)
FAR 52.223-14	Toxic Chemical Release Reporting (OCT 1996)
DEAR 952.223-72	Radiation Protection and Nuclear Criticality (APR 1984)
DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)
DEAR 952.224-70	Paperwork Reduction Act (APR 1994)
FAR 52.225-1	Buy American Certificate (DEC 1989)
FAR 52.225-3	Buy American Act--Supplies (JAN 1994)
FAR 52.225-9	Buy American Act--Trade Agreements -- Balance of Payments Programs (JUN 1996)
FAR 52.225-11	Restrictions on Certain Foreign Purchases (OCT 1996)
FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 1996)
FAR 52.227-1	Authorization and Consent (JUL 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.227-3	Patent Indemnity (APR 1984)
DEAR 952.227-13	Patent Rights - Acquisition by the Government (SEPT 1997)
FAR 52.227-14	Rights in Data--General - Alts II & III (JUN 1987)
FAR 52.227-15	Representation of Limited Rights Data and Restricted Computer Software (JUN 1987)
DEAR 952.227-73	Additional Technical Data Requirements (APR 1984)

Table I-1 continued	
Document	Title
DEAR 952.227-82	Rights to Proposal Data (APR 1994)
DEAR 952.227-84	Notice of Right to Request Patent Waiver (APR 1994)
FAR 52.228-11	Pledges of Assets (FEB 1992)
FAR 52.228-16	Performance and Payment Bonds - Other than Construction (SEP 1996)
FAR 52.229-3	Federal, State, and Local Taxes (JAN 1991)
FAR 52.232-1	Payments (APR 1984)
FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 1997)
FAR 52.232-8	Discounts for Prompt Payment (MAY 1997)
FAR 52.232-11	Extras (APR 1984)
FAR 52.232-12	Advance Payments (APR 1984)
FAR 52.232-23	Assignment of Claims (JAN 1986)
FAR 52.232-25	Prompt Payment (JUN 1997)
FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
FAR 52.233-1	Disputes - Alternate 1 (OCT 1995)
FAR 52.233-3	Protest After Award (AUG 1996)
DEAR 952.233-5	Agency Protest Review (SEP 1996)
DEAR 952.235-70	Key Personnel (APR 1994)
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop Work Order (AUG 1989)
FAR 52.242-17	Government Delay of Work (APR 1984)
FAR 52.243-1	Changes -- Fixed-Price - Alternate I (AUG 1987)
FAR 52.243-3	Changes -- Time and Materials, Labor Hours (AUG 1987)

Table I-1 continued	
Document	Title
FAR 52.244-1	Subcontracts (Fixed-Price Contracts) (FEB 1995)
FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
DEAR 952.245-2	Government Property (Fixed-Price Contracts) (DEC 1989)
FAR 52.245-2	Government Property (Fixed-Price Contracts) (DEC 1989)
FAR 52.245-17	Special Tooling (DEC 1989)
FAR 52.245-18	Special Test Equipment (FEB 1993)
FAR 52.246-2	Inspection of Supplies - Fixed-Price (AUG 1996)
FAR 52.246-4	Inspection of Services - Fixed-Price (AUG 1996)
FAR 52.246-6	Inspection - Time-and-Materials and Labor-Hour (JAN 1996)
FAR 52.246-15	Certification of Conformance (APR 1984)
FAR 52.246-16	Responsibility for Services (APR 1984)
FAR 52.247-5	Familiarization with Conditions (APR 1984)
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (APR 1984)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
FAR 52.248-1	Value Engineering (MAR 1989)
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996)
FAR 52.249-8	Default (Fixed-Price Supply and Service) Alternate I (APR 1984)
DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)
FAR 52.252-2	Clauses Incorporated by Reference (JUN 1988)
FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

2. REQUIRED FULL TEXT AND AMPLIFIED CLAUSES

The Federal Acquisition Regulations (FAR) and the Department of Energy Acquisition Regulations (DEAR) allow the majority of the above clauses to be incorporated into the Contract by reference; however, four must be incorporated full-text or amplified. The text or amplification of these four clauses is as follows:

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR), this clause identifies the classes of service employees expected to be employed under the Contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 USC 5341 or 5332.

FAR 52.252-2 Clauses Incorporated by Reference (JUN 1988)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

- (a) The use in this Solicitation or Contract of any FAR (48 CFR Part 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this Solicitation or Contract of any DEAR (48 CFR Part 952) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

3. ADDITIONAL AMPLIFICATION

FAR 52.227-14 Rights in Data - General (JUN 1987)

Insert at end of clause the following paragraph:

(j) In connection with any necessary permits or licenses needed to enable the terms of this Contract to be carried out, the Contractor will timely furnish any proprietary data covered by this clause, on a proprietary basis, to enable this project to receive any necessary permits and licenses. The Contractor understands and accepts that, in this regard, such proprietary data shall be treated in accordance with applicable laws and regulations.

ALT II:

In subparagraph (g)(2) the following purposes should be listed at the end of (a): 1) Use (except

for manufacture) by support service contractors; 2) Evaluation by non-Government evaluators; and 3) Making the data available to Government regulatory bodies, public interest groups, Indian Tribes, and other interested parties, so as to allow them to make informed decisions and to enable this project to receive an necessary review, licenses and approvals.

ALT III:

In subparagraph (g)(3), the “other rights” mentioned in (d) should be: Made available to Government regulatory bodies, public interest groups, Indian Tribes, and other interested parties, so as to allow them to make informed decisions and to enable this project to receive an necessary review, licenses and approvals.

Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment 1	LIST OF PROPOSAL REFERENCES
Attachment 2	SERVICING REGIONS
Attachment 3	REFERENCE MATERIAL
Attachment 4	PERFORMANCE GUARANTEE
Attachment 5	REQUIRED CONTRACTOR INSURANCE
Attachment 6	MAJOR EXTERNAL RSC INTERFACES

Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

Attachment 1

**LIST OF PROPOSAL
REFERENCES**

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION J

ATTACHMENT 1

LIST OF PROPOSAL REFERENCES

1. DEPARTMENT OF ENERGY DOCUMENTS

1.1 List of Applicable Directives:

The DOE Directives, listed and summarized below, are applicable to RSC activities and pertain to non-nuclear environment, safety and health (ES&H) protection, project management and administration. Specific subject areas include occupational safety, ES&H information reporting, accident investigation, employee concerns management, equal employment opportunity and affirmative action, and management controls. Requirements in these Directives apply to the RSC and shall be addressed in the Offeror's proposal. If there are subsequent changes in these directives, the latest revision shall apply. The Directives listed below are available on the Internet through the Department of Energy home page at <http://www.explorer.doe.gov:1776/htmls/directives.html>.

- a. DOE O 225.1 "Accident Investigations;" [Approved: 9-29-95, Change 1: 10-26-95, Change 2: 4-26-96] (Applies to non-nuclear aspects of covered activities such as industrial safety.)

Prescribes requirements for categorization and investigation of Type A (more severe) or Type B (less severe) accidents, based on specified criteria relating to their human, environmental, property and other effects.

- b. DOE O 231.1 "Environment, Safety, and Health Reporting," [Approved: 9-30-95, Change 2: 11-7-96], its associated manual, DOE M 231.1-1; [Approved: 9-30-95, Change 1: 11-7-96], and DOE C 231.1 "Contractor Requirements Document" [Approved 9-30-95] (All apply to non-nuclear aspects of covered activities such as industrial safety.)

Provides for collection and reporting of essential environment, safety and health information, including recordable fatalities, injuries and illnesses.

- c. DOE O 232.1A “Occurrence Reporting and Processing of Operations Information” [Approved: 7-21-97, Effective Date 8-1-97] and its associated manual, DOE M 232.1-1A; [Approved: 7-21-97] (Both apply to non-nuclear aspects of covered activities such as industrial safety.)

Provides for timely identification, categorization, notification and reporting of unusual, off-normal and emergency occurrences, including implementation of appropriate corrective actions.

- d. DOE O 311.1A “Equal Employment Opportunity and Diversity Program” [Approved: 12-30-96]

Defines policies and specifies requirements for equal employment opportunity and affirmative action, as provided for in applicable State and Federal laws and regulations.

- e. DOE O 413.1 “Management Control Program” [Approved: 12-6-95]

Provides for application of management controls on performance, productivity, operations and integrity of programs.

- f. DOE O 440.1 “Worker Protection Management For DOE Federal & Contractor Employees” [Change 2: 9-30-95]

Specifies implementation of a worker protection program that complies with applicable OSHA regulations and provides a workplace free from recognized hazards that may cause death or serious physical harm.

- g. DOE 2320.1C “Cooperation with the Office of Inspector General” [Approved: 5-18-92]

Establishes policy and requirements for employee cooperation with the Office of Inspector General (IG) regarding programs and operations for which the IG has responsibility to audit, investigate and inspect.

- h. DOE 5480.4 “Environmental Protection, Safety, and Health Protection Standards;” [Approved: 5-15-84, Change 4: 1-7-93] (Applies to non-nuclear aspects of covered activities such as industrial safety.)

Compendium of environmental protection, safety and health (ES&H) standards that are mandatory based on statutory requirements and DOE policy, as well as non-mandatory reference ES&H standards and guidelines.

- i. DOE 5480.29 "Employee Concerns Management System"
[Approved: 1-15-93]

Provides for an independent avenue for anonymous and confidential reporting and evaluation of ES&H concerns.

1.2 Other DOE Documents

- a. DOE/RW-0333P, Rev. 08, June 5, 1998, Quality Assurance Requirements and Description
- b. Office of Civilian Radioactive Waste Management Spent Nuclear Fuel Verification Plan, Revision 0, March 1997, Document Identifier: E00000000-00811-4600-00001 REV 0
- c. DOE/RW-0504, Revision 2, July 1998, Civilian Radioactive Waste Management Program Plan

2. ADDITIONAL REFERENCES

- a. NUREG-0612, Control of Heavy Loads at Nuclear Power Plants
- b. ANSI N14.6, Special Lifting Devices for Containers Weighing 10,000 Pounds (4500 Kg) or More
- c. ANSI N14.27-1986(R1993), Carrier and Shipper Responsibilities and Emergency Response Procedures for Highway Transportation Accidents Involving Truckload Quantities of Radioactive Materials
- d. ANSI N14.30-1992, Semi-Trailers Employed in the Highway Transport of Weight-Concentrated Radioactive Loads - Design, Fabrication, and Maintenance.
- e. Association of American Railroads (AAR) publication Manual of Standards and Recommended Practices: Section C - Car Construction - Fundamentals and Details; Section C, Part II, Volume 1 - Specifications for Design, Fabrication & Construction of Rail Cars, M1001; and Section C, Part II, Volume 2 - Appendices M-1001

- f. AAR Publications Rules of Interchange for Railroad Cars (M0152) and Field Manual of the AAR Interchange Rules (M0101)
- g. Commercial Vehicle Safety Alliance (CVSA) Enhanced North American Standard Level I Inspection Procedures
- h. CVSA North American Uniform Enhanced Out-of-Service Criteria
- i. SAND89-2444, "Cask System Design Guidance for Robotic Handling", Griesmeyer, J. M., Drotning, W. D., Morimoto, A. K., Bennett, P. C., October 1990
- j. AAR Publication Office Manual of the AAR Interchange Rules, January 1, 1998

Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

Attachment 2

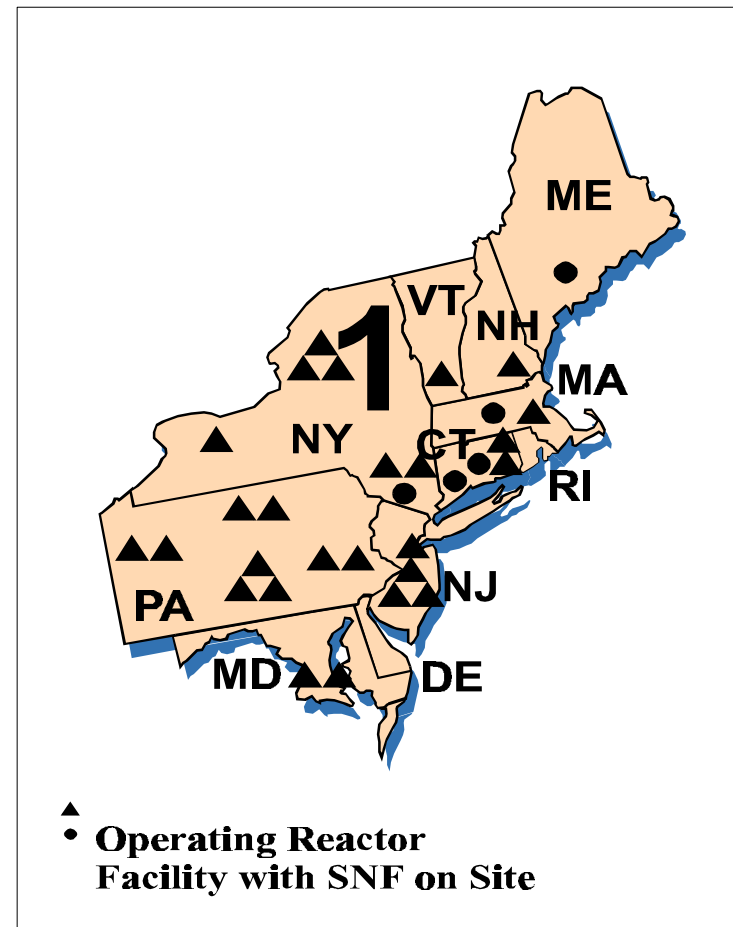
SERVICING REGIONS

Draft RFP Number: DE-RP01-98RW00320

September 1998

Servicing Region 1

Purchaser	Reactor
Connecticut	
Connecticut Yankee	● Haddam Neck
Northeast Utilities Service company	▲ Millstone 2 and 3
Northeast Utilities Service company	● Millstone 1
Maine	
Maine Yankee	● Maine Yankee
Maryland	
Baltimore Gas & Electric	▲ Calvert Cliffs 1 and 2
Massachusetts	
Boston Edison Co.	▲ Pilgrim 1
Yankee Atomic Electric Co.	● Yankee-Rowe 1
New Hampshire	
North Atlantic Energy	▲ Seabrook
New Jersey	
GPU Nuclear	▲ Oyster Creek 1
Public Service Electric & Gas	▲ Hope Creek 1
Public Service Electric & Gas	▲ Salem 1 and 2
New York	
Consolidated Edison	● Indian Point 1
Consolidated Edison	▲ Indian Point 2
New York Power Auth.	▲ Indian Point 3
New York Power Auth.	▲ Fitzpatrick
Niagara Mohawk	▲ Nine Mile Point 1 and 2
Rochester Gas and Electric	▲ Ginna
Pennsylvania	
Duquesne Light Co.	▲ Beaver Valley 1 and 2
GPU Nuclear	▲ Three Mile Island 1
Pennsylvania Power and Light	▲ Susquehanna 1 and 2
Philadelphia Electric Co.	▲ Limerick 1 and 2
Philadelphia Electric Co.	▲ Peach Bottom 2 and 3
Vermont	
Vermont Yankee	▲ Vermont Yankee 1



Servicing Region 2

Purchaser

Reactor

Alabama

Southern Nuclear Operating Co. ▲ Farley 1 and 2
Tennessee Valley Auth. ▲ Browns Ferry 1, 2, and 3

Florida

Florida Power Corp. ▲ Crystal River 3
Florida Power and Light Co. ▲ St. Lucie 1 and 2
Florida Power and Light Co. ▲ Turkey Point 3 and 4

Georgia

Southern Nuclear Operating Co. ▲ Hatch 1 and 2
Southern Nuclear Operating Co. ▲ Vogtle 1 and 2

North Carolina

Carolina Power & Light ▲ Brunswick 1 and 2
Carolina Power & Light ▲ Harris
Duke Power ▲ McGuire 1 and 2

South Carolina

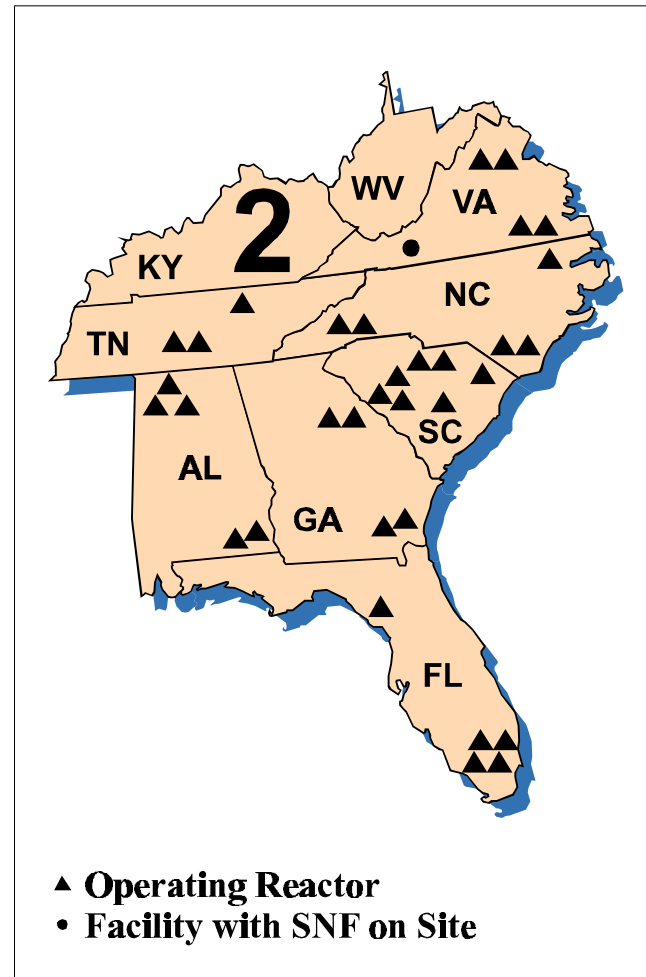
Carolina Power & Light Co. ▲ Robinson 2
Duke Power Co. ▲ Catawba 1 and 2
Duke Power Co. ▲ Oconee 1, 2 and 3
South Carolina Elec. & Gas Co. ▲ Summer

Tennessee

Tennessee Valley Auth. ▲ Sequoyah 1 and 2
Tennessee Valley Auth. ▲ Watts Bar

Virginia

Virginia Power ▲ Surry 1 and 2
Virginia Power ▲ North Anna 1 and 2
Babcock & Wilcox Company ● Lynchburg Research Center



Servicing Region 3

Purchaser

Reactor

Illinois

Commonwealth Edison	▲ Braidwood 1 and 2
Commonwealth Edison	▲ Byron 1 and 2
Commonwealth Edison	● Dresden 1
Commonwealth Edison	▲ Dresden 2 and 3
Commonwealth Edison	▲ La Salle County 1 and 2
Commonwealth Edison	▲ Quad Cities 1 and 2
Commonwealth Edison	● Zion 1 and 2
Illinois Power	▲ Clinton
GE Uranium Mgmt. Corp.	● Morris

Iowa

IES Utilities	▲ Duane Arnold
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Michigan

Consumers Power	● Big Rock Point
Consumers Power	▲ Palisades
Detroit Edison	▲ Fermi 2
Dow Chemical	▲ TRIGA
Indiana and Michigan Elec. Co.	▲ Cook 1 and 2

Minnesota

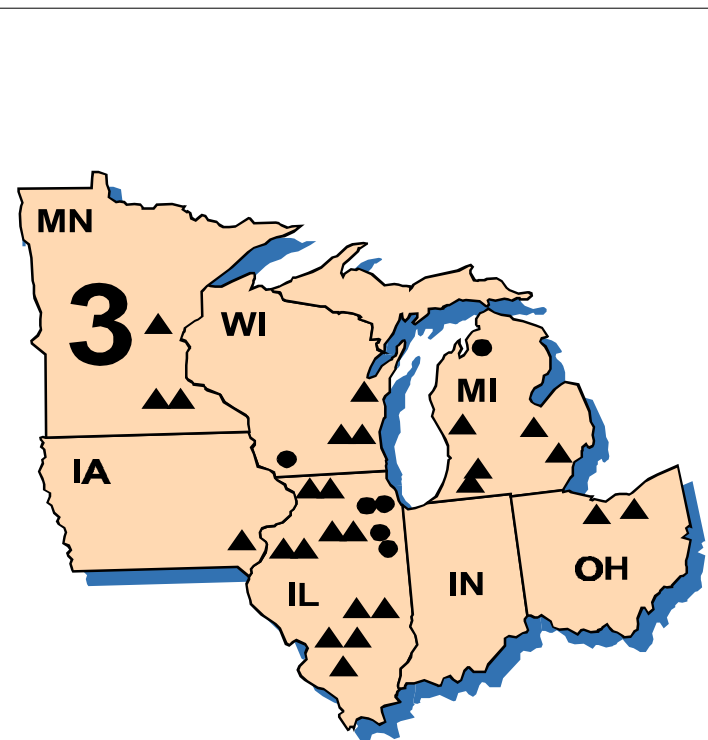
Northern States Power	▲ Monticello
Northern States Power	▲ Prairie Island 1 and 2

Ohio

First Energy	● Perry 1
First Energy	● Davis-Besse

Wisconsin

Dairyland Power	● LaCrosse
Wisconsin Public Power Coop.	▲ Kewaunee
Wisconsin Elec. Power Co.	▲ Point Beach 1 and 2



- ▲ Operating Reactor
- Facility with SNF on Site

Servicing Region 4

Purchaser

Reactor

Arkansas

Entergy Operations, Inc.

▲ Arkansas Nuclear ONE, 1 and 2

Arizona

Arizona Public Service Co.

▲ Palo Verde 1, 2, and 3

California

Aerotest Operations, Inc.

▲ Radiography and Research Center

Pacific Gas and Elec. Co.

▲ Diablo Canyon 1 and 2

Pacific Gas and Elec. Co.

● Humboldt Bay

Sacramento Munic. Util. Dist.

● Rancho Seco

Southern California Edison Co.

● San Onofre 1

Southern California Edison Co.

▲ San Onofre 2 and 3

General Atomics

● TRIGA

General Electric Co.

▲ Vallecitos

Kansas

Wolf Creek Nuclear Operating Corp.

▲ Wolf Creek

Louisiana

Entergy Operations, Inc.

▲ River Bend

Entergy Operations, Inc.

▲ Waterford 3

Mississippi

Entergy Operations, Inc.

▲ Grand Gulf

Missouri

Ameren UE

▲ Callaway

Nebraska

Nebraska Public Power Dist.

▲ Cooper

Omaha Public Power Dist.

▲ Fort Calhoun

Oregon

Portland General Electric Co.

● Trojan

Texas

Houston Lighting & Power Co.

▲ South Texas Project 1 and 2

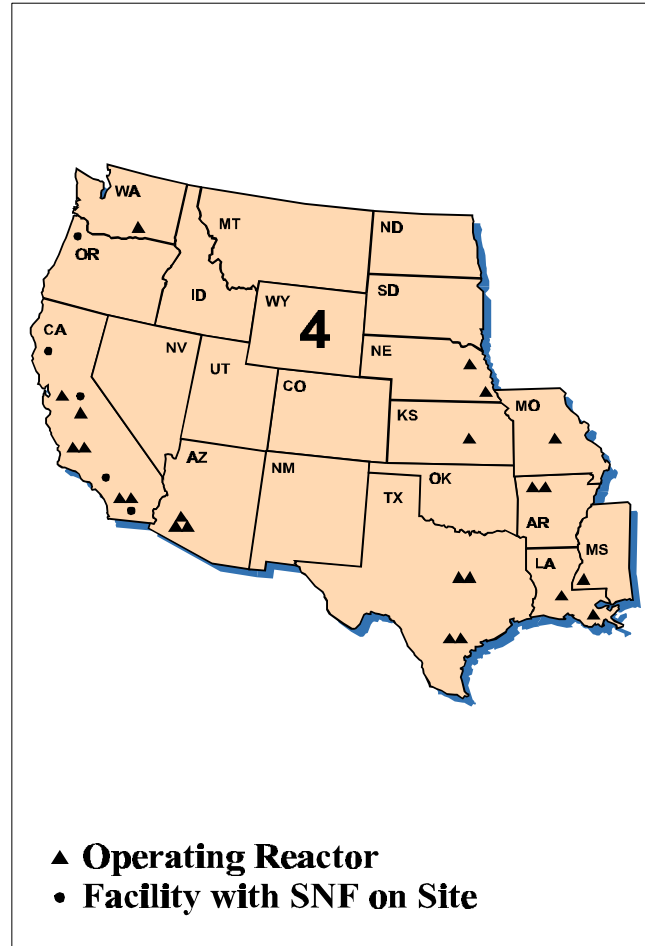
TU Electric Co.

▲ Comanche Peak 1 and 2

Washington

Washington Public Power
Supply System

▲ Washington Nuclear 2



Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

Attachment 3

REFERENCE MATERIAL

Draft RFP Number: DE-RP01-98RW00320

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SECTION J

ATTACHMENT 3

REFERENCE MATERIAL

1.0 RELEVANT DOCUMENTS IN THE DOE READING ROOM

The following documents are available for inspection for the next ninety days in the Department of Energy's reading room located at 1000 Independence Ave., S.W., Washington, D. C. 20585.

- a. OCRWM Site and Facility Service Planning Documents, Volumes 1 - 40, 1995

These documents contain site and plant characteristics for most Purchaser sites from which spent nuclear fuel will be shipped to a Federal Facility. The information may be useful for planning spent nuclear fuel shipping campaigns from the sites. DOE makes no representations as to the accuracy of the data contained in the Service Planning Documents and such data is used at the user's risk.

- b. DOE/RW/0333P, Office of Civilian Radioactive Waste Management Quality Assurance Requirements and Description

The Quality Assurance Requirements and Description (QARD) is the principal Quality Assurance document for the Civilian Radioactive Waste Management Program. It establishes the minimum requirements for the QA program. The QARD contains regulatory requirements and program commitments necessary for the development of an effective QA program.

- c. DOE Directives

The DOE Directives listed in Attachment 1 to Section J are in the DOE Reading Room as are all other DOE Directives.

- d. Office of Civilian Radioactive Waste Management Spent Nuclear Fuel Verification Plan, Revision 0, March 1997, Document Identifier: E00000000-00811-4600-00001 REV 0

This Verification Plan establishes the conceptual framework for the collection of information concerning the type, quantity, and nature of the waste to accepted into the Civilian Radioactive Waste Management System. It provides for confirming that the information collected is complete for documentation of certain physical attributes of the waste.

- c. DOE/RW-0406 Rev 4, Civilian Radioactive Waste Management System Requirements

Document (CRD), Revision 4, May 1998

This document specifies the top-level design, development, and operational requirements for the Civilian Radioactive Waste Management System.

2.0 ADDITIONAL DOCUMENTS

Many documents published by OCRWM are available on the Internet on OCRWM's Home Page at <http://www.rw.doe.gov>.

Documents can also be ordered free of charge from the OCRWM National Information Center by calling 1-800-225-6972.

Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

Attachment 4

PERFORMANCE GUARANTEE

Draft RFP Number: DE-RP01-98RW00320

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SECTION J

ATTACHMENT 4

PERFORMANCE GUARANTEE

FOR VALUE RECEIVED, and in consideration of, and in order to induce the U.S. Department of Energy (the "Government") to enter into Contract _____ relating to the waste acceptance and delivery of commercial spent nuclear fuel (SNF) (the "Contract") dated as of _____ by and between the Government and Contractor, the undersigned, _____, (herein called "Guarantor"), a _____ based organization, with its principal place of business at _____, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder. Guarantor agrees that Contractor shall have the full right, without any notice to or consent from the Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that the Guaranty shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or disposition of all or substantially all the capital stock, businesses or the sale to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt arrangement or receivership proceedings by or against the Contractor, or the adjudication of Contractor as bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modification or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity or bankruptcy.

Guarantor further agrees that its liability under this Guaranty shall be continuing, absolute, primary and direct, and the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or

amendments thereto, or any other document(s) or instruments(s) executed by Contractor, or otherwise (and shall not be required to first commence any action or obtain any judgement against Contractor) before enforcing this Guaranty against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other documents or instrument executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligation of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor further warrants and represents to the Government that the execution and delivery of the Guaranty is not in contravention of Guarantor's Articles of Organization, Charter, by-laws and applicable law; that the execution and delivery of this Guaranty, and the performance thereof, has been duly authorized by Guarantor's Board of Directors, Trustees, or other management board, as applicable; and that the execution, delivery, and performance of this Guaranty will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

Guarantor has read and consents to the signing of Contract and acknowledges that references to Guarantor therein.

Notwithstanding anything to the contrary contained herein, the liability of Guarantor hereunder shall be subject to and limited by the applicable provisions of the Contract.

IN WITNESS THEREOF, Guarantor has caused this Guaranty to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on _____.
(Date)

BY:_____

(Guarantor)

ATTEST:

Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

Attachment 5

REQUIRED CONTRACTOR INSURANCE

Draft RFP Number: DE-RP01-98RW00320

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SECTION J

ATTACHMENT 5

REQUIRED CONTRACTOR INSURANCE

Insurance	Minimum Limits
1. Workers' Compensation and Employers' Liability	Statutory
2. Commercial General Liability	\$ 5 Million per Occurrence \$10 Million Aggregate
3. Commercial Automobile Liability	\$ 2 Million per Occurrence \$ 2 Million Aggregate
4. Excess Liability	\$20 Million per Occurrence \$40 Million Aggregate
5. Commercial Property	At Replacement Cost
6. Pollution Liability	\$20 Million per Occurrence \$40 Million Aggregate

Department of Energy

Office of Civilian Radioactive Waste Management

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Section J

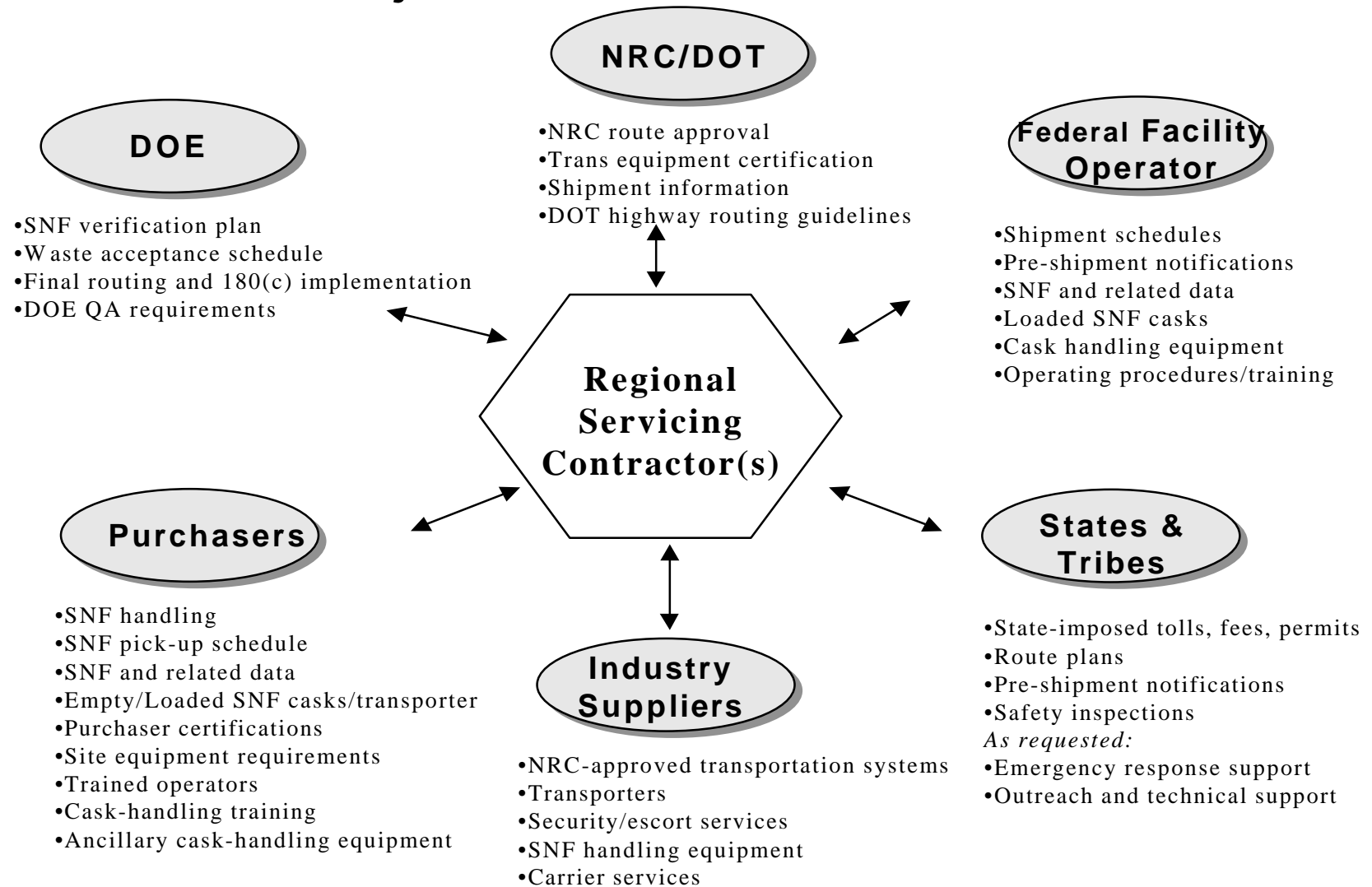
Attachment 6

MAJOR EXTERNAL RSC INTERFACES

Draft RFP Number: DE-RP01-98RW00320

September 1998

Major External RSC Interfaces



Department of Energy

Office of Civilian Radioactive Waste Management

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Section K

**REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENT OF BIDDERS/OFFERORS**

Draft RFP Number: DE-RP01-98RW00320

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NOTE

**This is only a listing of the clauses which will be in Section K.
The text of the clauses will be inserted before the final RFP is issued.**

SECTION K

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS**

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10	Place of Performance - FAR 52.215-6 (OCT 1997)
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12	Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program - FAR 52.219-21 (JAN 1997)
13	Certificate of Independent Price Determination - FAR 52.203-2 (APR 1985)
14	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions - FAR 52.203-11 (APR 1991)
15	Foreign Ownership, Control, or Influence Over Contractor - DEAR 952.204-

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	73 (AL 92-2R) - (JUL 1997) (See attached guidelines)
16	Economic Purchase Quantity -- Supplies - FAR 52.207-4 (AUG 1987)
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18	Annual Representations and Certifications -- Negotiation - FAR 52.215-7 (OCT 1997)
19	Affirmative Action Compliance - FAR 52.222-25 (APR 1984)
20	Clean Air and Water Certification - FAR 52.223-1 (APR 1984)
21	Recovered Material Certification - FAR 52.223-4 (OCT 1997)
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Section L

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO
OFFERORS**

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.215-1 Instructions to Offerors--Competitive Acquisition (OCT 1997) (ALT I and ALT II)

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the Solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the Solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to Solicitations. If this Solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this Solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the Solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the Solicitation, and (ii) showing the time and date specified for receipt, the Solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The Solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the Solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this Solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the Solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term ``working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the Solicitation and was received at the initial point of entry to the

Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date of the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the Solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled ``Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the Solicitation, and urgent Government requirements preclude amendment of the Solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal Government processes resume. If no time is specified in the Solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the Solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this Solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the Solicitation.

(6) Offerors may submit modifications to their proposals at any time before the Solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be

advantageous to the Government. Any deviations from the terms and conditions of the Solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the Solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Offer expiration date. Proposals in response to this Solicitation will be valid for the number of days specified on the Solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this Solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the Solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be

within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post award debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 Type of Contract

The Government contemplates award of one or more fixed price contracts resulting from this Solicitation.

L.3 Number of Awards

It is anticipated that there will be one or more awards resulting from this RFP.

L.4 Unnecessarily Elaborate Proposals or Quotations

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this Solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L.5 Proposal Content/Submittal Data

a. General

- 1) Offerors shall submit an original and nine (9) copies of each proposal to the address specified in Subsection L.16.
- 2) An Offeror may propose on one or more Servicing Regions. If an Offeror proposes on more than one Servicing Region, the Offeror shall submit a separate proposal consisting of Volumes I - V, as described below, for each Servicing Region. An Offeror may be awarded a contract for up to four Servicing Regions for Phase A activities. However, an Offeror awarded a contract for more than one Servicing Region for Phase A activities will not be authorized to proceed with Phase B and C activities for more than two Servicing Regions. Only an Offer(s) awarded a contract for Phase A activities will be eligible to perform Phase B and C activities. Proposals shall conform exactly to the structure specified herein.
- 3) Each proposal, and each copy thereof, shall consist of five separate volumes as follows:

Volume I	<i>Offer and Other Documents</i>
Volume II	<i>Past Performance</i>
Volume III	<i>Technical</i>
Volume IV	<i>Management, Business and Finance</i>
Volume V	<i>Communications and Outreach</i>

Volume I has no size limitation. Volumes II, III, IV and V shall not in the aggregate exceed 200 pages. The order of count for the page limit will be Volume II, Volume III, Volume IV and Volume V. The order of count has no relationship to evaluation criteria. If Volumes II, III, IV, and V in the aggregate exceed 200 pages, those pages exceeding the 200 page limit based on order of count will not be read and evaluated by DOE. These pages will be removed from the proposal and returned to the Offeror. The page limitations for these volumes excludes resumes and commitments of employment and agreements to relocate.

For interpretation of page guidelines, the front and back of a single sheet are counted as two pages when information is provided on both the front and back sides. The proposal text shall be at least 12-point type, single spaced, and printed on size 8 ½-inch by 11-inch pages with 1-inch margins. Illustration and tables shall be legible and no larger than 11-inch by 17-inch fold-outs, as appropriate for the subject matter. Each 11-inch by 17-inch fold-out is considered two pages when determining the number of pages. The front and back of size 11-inch by 17-inch paper is considered four pages when determining the number of pages if information is provided on both sides. Pages shall be sequentially numbered with the volume, page number, the name of the Offeror, the date, and Solicitation number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in the proposal by reference, attachment, or appendix, as a means to circumvent the page limitation.

- 4) The proposal information will be reviewed to ensure compliance by the Offeror with all aspects of the Solicitation. To aid in evaluation, proposals shall be clearly and concisely written and shall be neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. Neither Offers or acknowledgments should be provided electronically, by facsimile, or telephone except as provided for in this Section. Failure to respond to or follow the instructions regarding the organization and content of the proposal may result in the Offeror's proposal being deemed unacceptable.

- 5) Proposal(s) shall be submitted with a consistent numbering system for paragraphs and sub-paragraphs.
- 6) Instructions are provided to aid Offerors in the preparation of their proposals. Instructions and the information contained in these instructions are not evaluation factors for this Solicitation; the Evaluation Factors are contained in Section M, *Phase A Qualification and Evaluation Criteria*, of this Solicitation.

b. Numbered Copies

Each copy must be numbered (e.g., copy 1 of 10). Copy number 1 is the “original” document and shall bear the Offeror’s original signature.

L.6 Proposal Preparation Instructions -- Volume I - *Offer and Other Documents*

a. General

Volume I - *Offer and Other Documents*, consists of the Offer to enter into a contract to perform the required work. It also includes required representations, certifications, the small and small disadvantaged business subcontract plan, and a summary of exceptions and deviations.

b. Format and Content

Volume I - *Offer and Other Documents*, shall include (in the order listed):

- 1) The Offeror’s demonstration with respect to the qualification criteria contained in Section M, *Phase A Qualification and Evaluation Criteria*, of this Solicitation.
- 2) The following documents:
 - (a) A fully executed Standard Form-33 (SF-33), *Solicitation, Offer and Award* and the model Contract;
 - (b) *Offeror Representations and Certifications* including *Foreign Ownership, Control, or Influence* and *Organizational Conflicts of Interest* for prime and subcontractors (*see* Section K, *Representations, Certifications and Other Statements of Bidders/Offerors*);

- (c) The form in Section B.2 on page B - 1 completed to indicate which regions are being proposed on for Phase A;
 - (d) Small and Small Disadvantaged Business Subcontracting Plan and model Contract;
- 3) A remittance address. (If the Offeror's remittance address is different from the address shown on the SF-33, such address shall be furnished including Zip Code.)
- 4) The following information:
 - (a) The name, address, telephone number, and facsimile number of the individual in the Offeror's firm to be contacted, if necessary, during evaluation of the proposal;
 - (b) The complete formal name and address of the Offeror's organization and/or other participants which would be utilized in any resulting contract; provide the Dun and Bradstreet Ltd., "DUNS," number for the prime contractor;
 - (c) The name of the Offeror's organizational unit (separate business unit) to be responsible for the work proposed;
 - (d) The name, address, telephone and facsimile numbers of representatives of Government agencies having administrative cognizance over the Offeror (such as contract administration, audit, and Equal Employment Opportunity (EEO)); and
 - (e) The Offer shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the Solicitation. Any exception, or deviation taken must contain sufficient amplification and justification to permit evaluation. A large number of exceptions or one or more significant exceptions not providing benefit to DOE, however, may result in the rejection of the Offeror's proposal(s).

L.7 Proposal Preparation General Instructions -- Volume II - *Past Performance*, Volume III - *Technical*, Volume IV - *Management, Business and Finance* and Volume V - *Communications and Outreach*

Volume II - *Past Performance*, Volume III - *Technical Proposal*, Volume IV -

Management, Business and Finance Proposal, and Volume V - *Communications and Outreach Proposal* address the technical and management aspects of this acquisition, and what the Offeror will do to satisfy the requirements of Section C, *Statement of Work*. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of what the Offeror will do to satisfy the requirements of Section C, *Statement of Work*.

The proposal shall not merely offer to perform work in accordance with Section C, *Statement of Work* but shall outline the actual work proposed as specifically as practical. Section C, *Statement of Work* reflects the scope, requirements and objectives of the Regional Servicing Contractor's role in the waste acceptance and transportation of commercial spent nuclear fuel (SNF) to the Federal Facility; therefore, repeating Section C, *Statement of Work*, without sufficient elaboration will not be acceptable.

Statements that the Offeror understands, or can or will comply with, all requirements; statements paraphrasing Section C, *Statement of Work* or parts of it; or phrases such as "standard operating procedures will be used" or "well known techniques will be employed," etc., will be considered insufficient and may adversely impact evaluation of the Offeror's proposal.

L.8 Proposal Preparation Instructions -- Volume II - *Past Performance*

Volume II - *Past Performance* shall include the following:

The Offeror (including team members and its major subcontractors) shall demonstrate past performance and how this past performance is relevant to the Offeror's current capability to plan for and establish a program to accept SNF throughout a Servicing Region and transport it to the Federal Facility, acquire Nuclear Regulatory Commission-approved Transportation Casks and Storage Systems, obtain necessary finances and acquire required permits, authorizations, approvals, and licenses.

Specifically, the Offeror's proposal shall address the following:

- 1) Provide a summary of the ten most recent projects undertaken or completed in the last ten years which describes how the Offeror's past performance, experience and qualifications (both for the prime contractor (five projects) and critical teammates (five projects), where applicable) demonstrate the Offeror's ability to perform Phase A and future Phase B and Phase C activities. Each past performance experience shall be serially numbered. Examples of projects which would demonstrate this capability may include:
 - (a) Planning for transportation and/or dry storage of significant quantities of SNF.

- (b) Prior performance related to transportation of SNF and other radioactive materials.
 - (c) Acquisition of NRC-approved SNF Transportation Casks and/or Storage Systems.
 - (d) Management of SNF transportation campaigns and/or dry storage projects.
 - (e) Operation of hazardous material facilities and nuclear facilities.
 - (f) Management of major remediation projects.
 - (g) Development and implementation of NRC-approved Quality Assurance programs.
 - (h) Implementation of communications and outreach programs related to hazardous material facilities, nuclear facilities, storage of hazardous materials or nuclear materials, and transportation and disposal of hazardous materials or radioactive waste.
 - (i) Discussion of any problems encountered on the above projects and how they were resolved. In particular, describe any problems encountered during transportation of SNF or other radioactive materials including not meeting regulatory requirements and any punitive actions taken by any regulatory authority.
- 2) For each project discussed in paragraph 1) above, provide the following information:
- (a) Name of project;
 - (b) Agency/customer's name;
 - (c) Duration of activity;
 - (d) Total dollar value;
 - (e) Summary of work scope and Offeror's role;

(f) Agency/customer's point of contact; and

- Name
- Address
- Telephone number

NOTE: The Government may conduct reference checks.

- 3) The Offeror's financial development experience, demonstrating successful development and financial closure of a complex transportation or infrastructure project during the last ten years.

L.9 Proposal Preparation Instructions -- Volume III - *Technical*

- a. This Section shall contain a brief summary (five pages or less) of the key points of the Technical Proposal.
- b. The Technical Approach shall include a detailed description of the following information for each Servicing Region for which a proposal is submitted:
- 1) A detailed discussion of the technical aspects of the proposed approach and Offeror's concept for collection of data and information and development of those plans identified in Subsection 2.1 Section C, *Statement of Work* to include obtaining Purchasers' acceptance of the Offeror's *Purchaser Site Service Plans, Regional Service Plan, and Transportation Plan*.
 - 2) An annotated outline of the Offeror's proposed Procurement Plan that contains a description of the Offeror's subcontracting strategy and contents of the Plan and identifies the significant items within each part, section and subsection of the plan as described in Subsection 2.2.4 of Section C, *Statement of Work*. Where applicable, the plan shall describe the Offeror's approach to make-or-buy and lease-versus-buy decisions for key hardware systems and components and any special contract arrangements contemplated by the Offeror for any required items or services.
 - 3) An annotated outline of the Offeror's proposed model for Purchaser Site Service Plans that contains a description of the contents and identifies the significant items within each part, section and subsection of the plan as described in Subsection 2.2.5 of Section C, *Statement of Work*.
 - 4) An annotated outline of the Offeror's proposed Regional Servicing Plan that contains a description of the contents and identifies the significant

items within each part, section and subsection of the plan as described in Subsection 2.2.6 of Section C, *Statement of Work*.

- 5) An annotated outline of the Offeror's proposed Transportation Plan that contains a description of the contents and identifies the significant items within each part, section and subsection of the plan as described in Subsection 2.2.7 of Section C, *Statement of Work*. The outline shall include the degree to which the Offeror demonstrates that its proposed use of special trains and advanced rail technology for shipping SNF is cost effective and lessens the potential for adverse railroad equipment incidents.
- 6) An annotated outline of the Offeror's proposed Emergency Response Plan that contains a description of the contents and identifies the significant items within each part, section and subsection of the plan as described in Subsection 2.2.9 of Section C, *Statement of Work*.
- 7) An annotated outline of the Offeror's proposed Quality Assurance Plan that contains a description of the Offeror's approach to implementing its QA program, and the procedures the Offeror will utilize during the performance of the work. The plan should also explain how work performed by subcontractors will be controlled to assure compliance with contract Quality Assurance. The annotated outline shall also describe the contents of the Plan as indicated in Subsection 2.2.10 of Section C, *Statement of Work*, and identify the significant items within each part, section and subsection of the plan. Additionally, the Offeror shall provide a copy of a letter from the NRC approving its current 10 CFR Part 71 Quality Assurance Program.
- 8) The Offeror's proposed approach to collecting environmental data and performance of analyses required for the Environmental Data and Analyses Report, Subsection 2.2.11 of Section C, *Statement of Work*. The approach shall identify/describe those analyses or types of analyses that will be required to support this requirement.

Environmental data provided in the description shall be limited to information that is reasonably available at the time of proposal. If information is incomplete or unavailable, the extent and impact of the missing information shall be described. Any business sensitive or proprietary information shall be clearly identified in the description.

- 9) The Offeror's proposed regulatory approach to obtain all necessary permits, licenses, authorizations, and approvals to perform the Contract.

L.10 Proposal Preparation Instructions -- Volume IV - *Management, Business and Finance*

The *Management, Business and Finance* Volume shall include the following:

a. Executive Summary

A brief executive summary of the Offer which shall be no more than five pages in length. The summary should include a synopsis of the major features and advantages of the Offer to DOE, a top-level organization chart, and identification of proposed management personnel and any major subcontractors and area of work they will perform.

b. Management Approach

An annotated outline of the Offeror's proposed Management Plan that contains a description of the contents and identifies the significant items within each part, section and subsection of the plan as described in Subsection 2.2.3 of Section C, *Statement of Work*.

c. Business Approach

(This section is subject to revision when contract financing methodology is determined.)

- 1) An annotated outline of the Business section of the Business and Finance Plan which discusses the business management approach that the Offeror will apply, with specifics on the management approach, tools, and processes to include those items found in Subsection 2.2.12.1 of Section C, *Statement of Work*.
- 2) A detailed description of project team arrangement, with specifics on: teaming relationships if appropriate; financial or business relationships; organizational framework to implement Section C, *Statement of Work*; description of responsibilities and relationships of each major organizational element; and any proposed changes in project team structure proposed during Phases A, B, and C.
- 3) A thorough explanation of the Offeror's corporate commitment to the project: financial commitments, personnel commitments, corporate guarantees, and corporate/external support to the project.

d. Financial Approach

(This section is subject to revision when contract financing methodology is determined.)

An annotated outline of the financial section of the Business and Finance Plan describing the business approach to fulfilling the requirements of Subsection 2.2.12.2 of Section C, *Statement of Work*.

- 1) A description of the financial commitment to the project including a description of the Offeror's collective ability and commitment to bind or pledge a significant equity investment in the total Contract work. This description should include sufficient financial information (i.e., financial statements) such that DOE can reasonably determine the ability and commitment of the Offeror to provide the equity investment.
- 2) The planned financial structure for the project indicating the Offeror's approach to funding each phase of the project (e.g., project financing, or corporate borrowing, etc.)
- 3) If private financing is to be used, the planned sources of financing for each phase of the project, including equity, senior debt, subordinate debt, if applicable, financial guarantees, and letters of credit. For each financing arrangement identified above, a description of significant terms and conditions contemplated (interest rates, contingencies, etc.) and the current status (letter of intent, preliminary agreement, etc.) should be provided. Any performance bonds or warranties shall be described.
- 4) The planned sources and use of funds for Phases A, B, and C and a financial project proforma (a statement of projected revenues and expenses by year.)
- 5) Information supporting the long-term financial viability of the Offeror to successfully complete Phases A, B, and C of the Contract including the latest corporate financial statements.

e. Personnel

Resumes of key personnel identified in Section 2.2.3 of Section C, *Statement of Work*, shall be included as an Appendix to this Volume. The format for resumes is shown in Attachment 1 to this Section L. Resumes are limited to two pages per resume.

f. Employee Award Program

The Offeror shall develop and describe in detail an Employee Award Program for the non-managerial employees of the Offeror and its subcontractors. The Employee Award Program shall be in addition to any current employee incentive award program the Offeror may have in place.

The Offeror shall implement its Employee Award Program at the beginning of Phase C. An award decision will be generally based on the recommendations of and evaluation (using Offeror developed criteria) by State, Tribal, and local governmental representatives and Purchasers in the Offeror's Servicing Region(s) of the Offeror and its subcontract non-managerial employees whose job performance, in their view, is exceptional or noteworthy. The goal of the program is to award those non-managerial employees who go the "extra mile" in demonstrated, on-the-job performance as recognized by various parties.

The elements that follow are only examples of the criteria the Offeror may want to consider in developing the program. The Offeror should not feel constrained to these elements. Innovation in the design and implementation of the award process is encouraged as long as DOE's overall objectives for the program are met.

- What is the design of the program and the amount of funds to be set aside annually for its operation?
- What "types" (i.e., monetary and/or in the form of goods and services) of awards will be made and how frequently?
- What types of criteria will be employed in making the award decision?
 - employees without an accident or reportable incident
 - employees demonstrating extra effort in accomplishing the goals, terms and conditions of the contract
 - employees effectively working with State/Federal regulators, Tribal Nations and Purchasers to jointly develop approaches for resolving issues before they become major problems
 - employees demonstrating a commitment to total quality in on-the-job conduct of operations.
- How will employees be noticed and encouraged to be proactive in its implementation? How will program participants be noticed and fairly evaluate Offeror employees who contribute to the program with just agreeing with participants?

This program shall be included in and made a part of the resultant contract. The program shall be negotiated with the time specified by the Contracting Officer. Failure to submit and negotiate an Employee Award Program shall make the offeror ineligible for award of a contract.

L.11 Proposal Preparation Instructions -- Volume V - *Communications and Outreach*

The *Communications and Outreach* Volume shall contain two major sections: 1) a concise description of those key and significant communications and outreach issues related to SNF waste acceptance and transportation operations, and 2) an annotated outline of the Offeror's proposed Communications and Outreach Plan that contains a description of the contents and identifies the significant items within each part, section and subsection of the plan as described in Subsection 2.2.8 of Section C, *Statement of Work*.

L.12 Preproposal Conference

a. Date and Time

Preproposal Conference

Time: 1 Day

Date: TBD

Place: Washington D.C.

Note: This information will be updated in a separate notice to be issued by OCRWM.

b. Limited Attendance

Please limit attendance at the Preproposal Conference to four individuals per firm. Individuals attending the Preproposal Conference must notify, in writing or by facsimile, the individual listed below by **.....TBD.....**. Attendees of the Preproposal Conference are asked to complete and return Section L, Attachment 2, *Intention to Attend Preproposal Conference*.

Contracting Officer
U.S. Department of Energy
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
1000 Independence Avenue, SW
Washington D.C. 20585
Phone: (202) 426-0067
FAX: (202) 426-0167 or 426-0168

L.13 FAR 52.233-2 Service of Protest (AUG 1996)

- a. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the Government Accounting Office (GAO) shall be served on the Contracting Officer (*see* Section G, *Contract Administration Data*) (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
U.S. Department of Energy
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
1000 Independence Avenue, SW
Washington D.C. 20585
Phone: (202) 426-0067
FAX: (202) 426-0167 or 426-0168

- b. Another copy of a protest lodged with the GAO shall be furnished to the following address within one day after the filing of the protest with the GAO:

U.S. Department of Energy
Assistant General Counsel for
Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, SW
Washington, DC 20585
FAX: (202) 586-4546

L.14 Content of Resulting Contract

Any Contract awarded as a result of this Solicitation will contain Part I, *The Schedule*, Part II, *Contract Clauses*, and Part III, *List of Documents, Exhibits and Other Attachments*. Blank areas appearing in these Sections, indicated by "(To Be Determined)" or "TBD" will be completed during or after negotiations by the Offeror or Government as applicable.

L.15 DOE Issuing Office

U.S. Department of Energy
Headquarters Procurement Operations
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
1000 Independence Avenue, SW
Washington D.C. 20585
Point of Contact: Contracting Officer

DRAFT RFP # DE-RP01-98RW00320

Phone: (202) 426-0067
FAX: (202) 426-0167 or 426-0168

L.16 Time, Date, and Place Proposals are Due

Proposals delivered by mail, next day delivery service (Express Mail, Federal Express, United Parcel Service, etc.) or hand carried shall be marked as follows:

FROM: _____

MAIL TO: U.S. Department of Energy
1000 Independence Avenue, SW
Procurement Operations/Attention: HR-542
Washington D.C. 20585

RFP NO. DE-RP01-98RW00320
DUE: TBD

Note: Offerors hand carrying proposals to the above address must get a receipt from the mail room.

- a. All proposals are due NO LATER THAN 4:00 p.m., Eastern Standard Time on (TBD). (Caution: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications and withdrawals of proposals.)
- b. If the Offeror elects to forward the Offer by means other than the U.S. Mail, responsibility of insuring that the Offer is received at the place and by the date and time specified in this Solicitation shall be assumed by the Offeror. Facsimile Offers will not be accepted.
- c. It may not be possible to hand carry the package(s) outside of the hours 8:00 a.m. to 4:00 p.m. workdays. Delivery to any other location may result in late receipt of the proposal and is strongly discouraged.

L.17 Small Business Size Standards and Set-Aside Information

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this Solicitation, a small business is defined as \$5.0 million or less annual receipts. The Standard Industrial Classification (SIC) is 8999.

L.18 Expenses Related to Proposal Submissions

This Solicitation does not commit DOE to pay any costs incurred in the submission of any proposal in response to this Solicitation or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.19 Commitment of Public Funds

The Contracting Officer is the only individual who can legally commit DOE to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

L.20 Notice of Labor Provisions

- a. Offerors should note that this Solicitation includes in the proposed Contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (*See Clauses Affirmative Action for Special Disabled and Vietnam Era Veterans and Affirmative Action for Handicapped Workers in Section I, Contract Clauses.*)
- b. General information regarding the requirements of the *Contract Work Hours Standards Act* (40 USC 327-333) and the *Service Contract Act of 1965* (41 USC 351-358) may be obtained from the U.S. Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the Solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L.21 Responsible Prospective Contractors

DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance and use such information in making determinations of prospective Offeror responsibility.

L.22 Disposition of Proposals

Proposals will not be returned (except for timely withdrawals). Proposals not required for official record retention will be destroyed.

L.23 Disposition of Solicitation Documents

Drawings, specifications, and other documents supplied with the Solicitation may be retained by

the Offeror (unless there is a requirement for a document to be completed and returned as a part of the Offer).

L.24 Alternate Proposal Information

Alternate proposals that are not consistent with Section C, *Statement of Work* and these instructions or that are only for a portion of the work, are not solicited, are not desired, and will not be evaluated.

L.25 Availability of Referenced Documents

Certain documents, available for Offeror's information and use, identified in Section J, *List of Documents, Exhibits and Other Attachments*, Attachment 3, *Reference Material*, and in Attachment 4 to this Section L are available in the DOE Public Reading Room at U.S. Department of Energy, 1000 Independence Avenue, SW, Washington D.C. Room 1E-190.

L.26 Intention to Propose

Please complete the information in Section L, *Instructions, Conditions, and Notices to Offerors*, Attachment 5, *Intention to Propose*, and mail to the address shown on the Attachment by the earliest practical date.

L.27 Notice

The following Federal Acquisition Regulation (48 CFR Part 1) Solicitation Provisions and/or Contract clauses are pertinent to this Section:

FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this Solicitation shall be in the English language. Offers received in other than English shall be rejected.

FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this Solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

FAR 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether

such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

FAR 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime

Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this Solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business concerns, small disadvantaged business concerns and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for Solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the

plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.

(iii) Records on each subcontract Solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged and women-owned small business concerns by arranging Solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small

disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

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FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this Solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this Solicitation.

FAR 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this Solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

L.28 DEAR 952.233-4 Notice of Protest File Availability (SEP 1996)

a. If a protest of this Solicitation is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing Section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

b. Any Offeror who submits information or documents to DOE for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). DOE will be required to make such documents available unless they are exempt from disclosure pursuant to the *Freedom of Information Act*. Therefore, Offerors should mark any documents to which they would assert that an exemption applies. *See* 10 CFR Part 1004.

L.29 FAR 52.227-6 Royalty Information (APR 1984)

a. *Cost or charges for royalties.* When the response to this Solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

b. *Copies of current licenses.* Also, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

L.30 DEAR 952.233-5 Agency Protest Reviews (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.31 Use of Non-Government Evaluators

Offerors are hereby notified that DOE may use non-Government personnel such as State employees, Tribal members, and Purchaser employees to assist in the technical evaluation of Offers. Any such personnel will be required to sign the agreement contained in DEAR 927.7000(c). Any objections by Offerors to the use of such non-Government personnel must be made in writing. Such objection could result in DOE being unable to give full consideration to the Offer.

Attachment 1

Resume Format

Individual Named:

Position With Company:

Experience Summary: (A summary of the individual's overall experience and capabilities over the last ten years to include periods of performance)

Current Employer and Assignment:

Experience Related to the *Statement of Work**:

Technical Qualifications: (Include special skills such as technical training, professional credentials, and specific educational specialties.)

Education:

Proposed Assignment on Contract:

Date Available:

Citizenship:

*Include three business-related references. Code to reflect specific expertise areas (technical, business, communications and outreach, privatization), activity areas, and performance.

Attachment 2

Intention to Attend Preproposal Conference

RFP No. DE-RP01-98RW00320

**WASTE ACCEPTANCE AND TRANSPORTATION SERVICES IN SUPPORT OF
DOE OFFICE OF CIVILIAN RADIOACTIVE WASTE MANAGEMENT OFFICE**

TO:

U.S. Department of Energy
1000 Independence Avenue
Attention: HR-542
- Div. B, RFP # DE-RP01-98RW00320
Washington, D.C. 20585
FAX: (202) 426-0167 or 426-0168

From:

(Name of Offeror)

(Company/Division)

(Address)

(City, State, Zip Code)

(Telephone No.)

Please be advised that the following representatives from my firm will attend the Preproposal Conference:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>Attend Conference</u>	<u>U.S. Citizen (Yes)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note: Attendance to the Preproposal Conference is limited to 4 people per firm.

_____/_____
(Name) / (Signature) (Date)

(Title) (Phone Number)

(Name of Firm)

Attachment 3

Solicitation Question Form

Instructions: Complete all sections for each question submitted for consideration.

CONTACT INFORMATION	
Company Name	
Company Contact	
Company Address	
City	
State	
Zip Code	
SOLICITATION SECTION IDENTIFICATION	
Page Number	
Solicitation Section (C, L, etc.)	
Specific Identification Information (line, paragraph, etc.)	
QUESTION TEXT	
Note: Please submit a separate page for each question.	

Draft RFP No. DE-RP01-97RW00320

Attachment 4

Availability of Information

The following list references documents that the Source Evaluation Board believes may be of interest to Offerors. These documents, along with numerous others of possible interest, are available at the DOE Public Reading Room and may be viewed Monday through Friday between 10:00 a.m. and 5:00 p.m.

- a. The Public Reading Room is located at:

U.S. Department of Energy
1000 Independence Avenue SW
Washington D.C.
Room: 1E-190

- b. Documents available at the DOE Public Reading Room:

..... **document list TBD**.....

- c. Alternative Sources for Documents:

Each of the documents listed in the above referenced bibliographies may not be available at the DOE Public Reading Room. These documents, and other relevant information, however, are available through several other sources:

..... **other sources TBD**.....

- 1)
- 2)
- 3)
- 4) Internet Resources (there may be a fee for some services) —

- ANSI Homepage – <http://www.ansi.org/>
- ASME Homepage – <http://www.asme.org/>
- ASTM Homepage – <http://www.astm.org/>
- Code of Federal Regulations – <http://www.pls.com:8001/his/cfr.html>
also, <http://www.counterpoint.com>
- DEARs – <http://apollo.osti.gov/procure/dear.html>

- DOE Orders – <http://www.hr.doe.gov/>
 - DOE Homepage – <http://www.doe.gov/>
 - FARs – <http://www.gsa.gov:80/far/>
 - NUREG Homepage – <http://www.nrc.gov/>
 - U.S. Code – <http://www.law.cornell.edu/uscode/>
 - OCRWM Homepage – <http://www.rw.doe.gov/>
- 5) National Technical Information Service (NTIS), telephone (800) 553-6847
- 6) Office of Civilian Radioactive Waste Management (DOE-OCRWM)
Telephone No: (800) 225-6972

Attachment 5

Intention to Propose

DRAFT RFP # DE-RP01-98RW00320

TO: Contracting Officer
U.S. Department of Energy
1000 Independence Avenue, SW
Attention: HR-542 - Div. B, RFP # DE-RP01-98RW00320
Washington D.C. 20585
FAX (202) 426-0167 or 426-0168

From: _____
(Name of Offeror)

(Company/Division)

(Address)

(City, State, Zip Code)

(Telephone No.)

Please be advised that I _____ plan/_____ do not plan, to submit a proposal to the U.S. Department of Energy in response to Solicitation No. _____, Waste Acceptance and Transportation Services in support of the DOE Office of Civilian Radioactive Waste Management.

_____ (Signature)	_____ (Date)
_____ (Name)	
_____ (Title)	
_____ (Name of Firm)	
_____ (Telephone No.)	

Department of Energy

Office of Civilian Radioactive Waste Management

DRAFT

Section M

**PHASE A QUALIFICATION AND EVALUATION
CRITERIA**

Draft RFP Number: DE-RP01-98RW00320

September 1998

SECTION M

PHASE A QUALIFICATION AND EVALUATION CRITERIA

1. INTRODUCTION

Under this Solicitation, the U.S. Department of Energy (DOE) may award one or more contracts for provision of waste acceptance and transportation services for commercial spent nuclear fuel as described in this RFP. Phase A award(s) will be made to the Offeror(s) who meets the requirements of FAR Subpart 9.1, *Responsible Prospective Contractor*, and whose proposal(s), as evaluated based on the following criteria, is considered to be most advantageous to DOE. Proposals will be evaluated in accordance with applicable FAR procurement policies and procedures. (Criteria for selection to proceed to Phases B and C will be included in Section H.22, *Phase B and C Evaluation Criteria*.)

2. QUALIFICATION CRITERIA

Proposals must demonstrate the Offeror's ability to satisfy the qualification criteria listed below. All proposals not meeting the qualification criteria will be eliminated from further consideration.

1. The Offeror and applicable subcontractors must have performed a major transportation and logistics coordination project involving railroad, truck and/or intermodal carriage of radioactive, toxic, or other types of hazardous materials within the last 10 years.
2. The Offeror and applicable prime subcontractors who are involved in the design, fabrication, testing, operation, maintenance, or procurement of transportation systems, must provide in the submittal of a proposal evidence of demonstrated NRC approved Quality Assurance capability in accordance with the requirements of 10 CFR Part 71, Subpart H.

3. EVALUATION CRITERIA

Technical aspects of proposals will be evaluated in accordance with the following criteria. (No order of importance is implied. Final order and more detailed information are TBD.)

- A. Past Performance. The degree to which the Offeror's organization demonstrates the required experience and capabilities.
- B. Technical Approach.
 - 1) The degree to which the Offeror's technical approach addresses the safety, operational and logistical requirements, including interfacing with the Purchasers and the Federal Facility operator, and the degree to which the Offeror

demonstrates that its proposed use of special trains and advanced rail technology for shipping SNF is cost effective and lessens the potential for adverse railroad equipment incidents; e.g., derailment, cask failure and cask leakage of radioactive contaminants, among others.

- 2) The degree to which the Offeror 's proposed approach demonstrates the ability to implement and manage an effective Quality Assurance program.
- C. Management, Business and Finance Approach. The degree to which the Offeror's proposed approach demonstrates the ability to acquire, employ and manage the necessary financial and personnel resources, including the development and implementation of an Employee Award Program.
- D. Communications and Outreach Approach. The degree to which the Offeror's proposal demonstrates understanding, and the ability to implement, the complex interactions required to sustain viable operations.